THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – August 6, 2020 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner 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. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Natalie Jackson, a Senior Office Support Assistant in the Facilities Management Department, on her selection as the "Employee of the Month" for August 2020;

B. Adopt the Proclamation commending and congratulating Charles B. Ward on his retirement, and expressing appreciation for 35 years of faithful and dedicated service to Escambia County; and

C. Ratify the Proclamation dated July 30, 2020, honoring and congratulating Mrs. Mattie Lee Price on reaching the age of 100 and extending best wishes to her for continued good health and happiness.

7. Written Communication

July 22, 2020, communication from Howard J. Reddy, Vice President, Division of University Advancement, regarding the University of West Florida Reopening Campus Plan, for Fall 2020.

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

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

9. 5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance regulating the operation of micromobility devices and motorized scooters on Pensacola Beach.

10. 5:33 p.m. Public Hearing for Consideration of the Fiscal Year 2020 Proposed Grant Application for Mass Transit Projects.

Recommendation: That the Board take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5339 Funds, for capital expenses:

A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for $1,612,050 in Federal Assistance, for Capital expenses;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS)

Mass Transit staff recommends that Escambia County Board of County Commissioners apply for the apportionment by approving an Application for the below program of projects:

BUDGET CATEGORY	**DEFINITION**	**PROJECT COST**
Shop Equipment	Bus Vacuum Cleaner	$300,000
Shop Equipment	Parts Washer, Hydraulic Press, Drill Press, Exhaust Fans for Shop	$82,050
Software	Operations Dispatching / Route Software	$980,000
Software	Passenger Information Software	$250,000
	TOTAL	**$1,612,050**

[Funding: The Grant Application is for a total of $1,612,050. Capital assistance requires a 20% local match of $403,013. The local match is covered by Federal Highway Toll Revenue Credits.]

11. 5:34 p.m. Public Hearing Concerning the Adoption of an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption for the Navy Federal Credit Union Expansion.

Recommendation: That the Board adopt an Ordinance to establish an Economic Development Ad Valorem Tax Exemption (EDATE) for the Navy Federal Credit Union Expansion.

12. 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 May 2020 Returns Received in June 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2020 returns received in the month of June 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the fiscal year 2020; total collections for the month of May 2020 returns was $716,975.67; this is a 43.48% decrease from May 2019 returns; total collections year to date are 24.37% less than the comparable time frame in Fiscal Year 2019.

2. Recommendation Concerning Acceptance of the June 30, 2020 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2020, as required by Ordinance Number 95-13. On June 30, 2020, the portfolio market value was $329,548,157 and portfolio earnings totaled $353,411 for the month. The short term portfolio achieved a yield of 0.97%. The long-term CORE portfolio achieved a yield of 0.27%.

3. Recommendation Concerning Notice of Intent by the Escambia County Clerk of Court to Initiate Forfeiture Against Unclaimed Monies

That the Board accept, for filing with the Board's Minutes, the certified proof of publication of the advertisement of the Notice of Intent by the Escambia County Clerk of Court to initiate forfeiture by September 1, 2020, against unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller, as published in the Escambia Sun Press on July 16, 2020.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Budget Workshop held July 14, 2020;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held July 16, 2020; and

C. Approve the Minutes of the Regular Board Meeting held July 16, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 6, 2020

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 6, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-05, and Z-2020-06 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2020-05***
Address:	8838 Fowler Avenue
Property Reference No.:	10-1S-30-1101-081-001
Property Size:	2.4 (+/-) acres
From:	HDMU, High Density Mixed Use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	William Joseph, Agent for Patrick Neville, Owner
Planning Board Recommendation:	Deny
Speakers:	William Joseph, Patrick Neville, Ronald Fowler, Margaret Conner
2. Case No.:	***Z-2020-06***
Address:	Halcyon Circle
Property Reference:	26-2S-31-1000-004-001
Property Size:	9.99 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)

FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Anthony Baroco, Owner
Planning Board Recommendation:	Deny
Speakers:	Tom Hammond, Anthony Baraco, Sherrie Baraco, Patsy Kee, Ramona Taylor, Ernestine Geci, Wade Geci, Michelle Warren, Douglas Cecil, Sandy Griner, Robert Jernigan, Brenda Presley, Mark Edwards, Frank Koskie, Jordan Walls, Harry Huelsbeck, Tammy Koskie, Thomas Warren, Brian Barr, Barbara Albrecht, Nancy Barr, Charles Hamilton, Mary Strawbridge, Thomas Hatch, Jennifer Rathbun, EG Presley, Edward Lance Presley, Shane Wood, Richard Hawkins, Paul Hawkins, Ellen Rostin, Thomas Haines, Emily Smith, Angela Windham, Katelyn Mines, Thomas Hix, Alexis Mines, Elliot Bawden, Veronica Bawden, Kimberly Birthright, Lupe Birthright, Robert Johnson, Jennifer Johnson, Rex Jenson, Raymond Bowne, Patricia Cornish, Steve Cornish, Mark Frances, Phillip Kittell, Lisa Kirkman, Namrata Advani, Tammy Dyess, Michael Dyess, Rosemary "Jana" Graves, Karrie Galvano, Christine Schuster, Janet Struck

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on July 6, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2020-02

   That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2020-02, changing the Future Land Use category of a parcel within Section 34, Township 2S, Range 30W, Parcel # 0061-000-002, totaling 7.5 (+/-) acres, located on Westover Street, from Commercial (C) to Mixed-Use Suburban (MU-S).

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map; SSA-2020-03

   That the Board review and recommend to the Board of County Commissioners (BCC) for action, an ordinance amending the Future Land Use Map (FLUM) of the Comprehensive Plan by Small-Scale Amendment SSA-2020-03, changing the Future Land Use category of a parcel within Section 50, Township 2S, Range 30W, Parcel # 1000-000-001, totaling 8.44 (+/-) acres, located on Old Corry Field Road, from Commercial (C) to Mixed-Use Urban (MU-U).

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 6, Definitions, Section 6-0.3 Terms Defined

   That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Section 6-0.3 Terms Defined, to change the effective date for a lot of record from February 8, 1996, to April 16, 2015.

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 and FLU 5.1 to Provide for an Amendment to the 2030 Future Land Use Map Named LSA-2020-02

   That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel 25-2S-31-1303-000-000, located on Dog Track Road, requesting to change the existing FLUM designation from Commercial (C) to Mixed-Use Urban (MU-U) of 88.24 (+/-) acres.

   This hearing serves as the first of two required public hearings.

7. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on June 1, 2020

That the Board take the following action concerning the rezoning case heard by the Planning Board on June 1, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2020-03 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	***Z-2020-03***
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Robert Michelson, Clair Sowers, Larry Downs, Jr.

8. 5:50 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 1, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

9. 5:51 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05

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

This serves as the first of two public hearings.

II. Action Item

1. Recommendation Concerning the Review of the Comprehensive Plan Annual Report 2018/2019

   That the Board of County Commissioners (BCC) review and approve the 2018/2019 Comprehensive Plan Annual Report.

2. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Triple R Holdings, LLC, for construction of a seawall at 5940 Red Cedar Street, Parcel I.D. # 15-3S-32-2001-013-005. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

3. Recommendation Concerning Final Plat Admiral's Quarters, Phase 1, Permit FP# 20051796PSD-FP

That the Board take the following action concerning recording of Admiral's Quarters, Phase 1 (a-60 lot subdivision with public residential townhome residences) located in the Pine Forest Community, lying south off W. Nine Mile Road (U.S. Alternate Highway 90) and west of Ashland Avenue. Owned and developed by D.R. Horton, Incorporated and owner SNS Stefani, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names "Iroquois Court," "Brigade Trail," "Battalion Cove," and "Farragut Way";

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

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

E. Authorize the Chairman or Vice Chairman to execute a Temporary Access Easement. **This attachment will be provided under separate cover.**

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

September 3, 2020

A. 5:45 p.m. - A Public Hearing - An Ordinance amending the Land Development Code (LDC), Chapter 4, to expand the use of recreational vehicles as living quarters, establish related use standards, and modify related provisions

Summary: Although recreational vehicles are not dwelling units, they can provide useful temporary living quarters beyond their primary recreational, camping, and travel uses. However, any such use of recreational vehicles outside of duly licensed campgrounds, recreational vehicle parks, or mobile home parks requires land use standards to protect the public health, safety, and general welfare.

B. 5:46 p.m. - A Public Hearing - An Ordinance to the Land Development Code (LDC) Chapter 3, Section 3-1.3 “Zoning and Future Land Use,” Subsection (G) “Future Land Use Designations,” and Subsection (I) “Zoning Implementation of FLU,” to add the Future Land Use Category of Agriculture Residential; amending Sections 3-2.2 “Agricultural District (AGR),” and 3-2.3 “Rural Residential district (RR)” to provide for AGR and RR Zoning districts in the AR Future Land Use category

Summary: Escambia County Board of County Commissioners found that the current Comprehensive Plan Section FLU 3.1.5 restricted the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category. The Board of County Commissioners determined that FLU 3.1.5 unduly limited the Board’s ability to manage growth and development within the County; the Board found that an amendment to its Comprehensive Plan was necessary and appropriate based on the Goals and Policies of the Escambia County Comprehensive Plan.

C. 5:47 p.m. - A Public Hearing - An Ordinance amending the Comprehensive Plan: amending Chapter 3, Section 3.04, Definitions; amending OBJ FLU 1.3 Future Land Use Map designations; and amending OBJ FLU 3.1 Rural Development - CPA-2020-1 (first of two public hearings)

Summary: Escambia County Board of County Commissioners finds that the current Comprehensive Plan Section FLU 3.1.5 restricts the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category; the Board has determined that FLU

3.1.5 unduly limits the Board's ability to manage growth and development within the County and should be amended.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Amending the Residential Rehab Grant Program - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following August 6, 2020, actions of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program for the Community Redevelopment Agency (CRA):

OLD VERSION	Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR ONE YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
PROPOSED VERSION	Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR TWO YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
OLD VERSION	Non-Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR ONE YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
PROPOSED VERSION	Non-Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR TWO YEAR LIEN	Applicants are allowed funding for sanitary sewer connections only.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 2, 2020 - Clara Long, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the July 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

3. Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

   That the Board approve the Request for Disposition of Property Form for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Agency and reason stated.

4. Recommendation Concerning the Permission to Enter Property - Non-Source Agreement with State of Florida, Department of Environmental Protection, for the Former Omni-Vest Landfill - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign the Permission to Enter Property - Non-Source Agreement with the State of Florida, Department of Environmental Protection (FDEP), to locate contamination, determine contamination levels, and when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor. Specifically, to improve the existing road including one existing box culvert and one bridge, and construct a temporary culvert bridge over the Clark Sand Pond outfall to allow truck access for regrading and capping the Former Omni-Vest Landfill, per FEDP's Remedial Action Plan.

5. Recommendation Concerning Traffic Restrictions - Parking Prohibition on Perdido Key Drive - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the filing of new traffic restrictions - parking prohibition - 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 the parking prohibition on Perdido Key Drive from Theo Baars Bridge to Alabama State Line; and

B. Authorize the Chairman to sign the Resolution.

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations

Perdido Key Drive is located in Commission District 2.

6. Recommendation Concerning an Appointment to the Escambia County Housing Finance Authority - Janice P. Gilley, County Administrator

That the Board take the following action concerning appointments to the Escambia County Housing Finance Authority:

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

B. Reappoint Robert Ward to serve another four-year term, effective August 1, 2020, through July 31, 2024, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert was posted on the County's website from July 1, 2020, to July 15, 2020, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes' from citizens interested in serving on the Authority were received.

7. Recommendation Concerning the Approval of the Amended and Restated Interlocal Agreement Between Escambia County, Santa Rosa County, and the City of Pensacola - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and the City of Pensacola. Santa Rosa County agrees to pay an annual service fee of $118,717.42, which is equal to 31% of the annual recurring maintenance and system upgrade fees. The City of Pensacola agrees to pay an annual service fee of $53,614.31, which is equal to 14% of the annual recurring maintenance and system upgrade fees. Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement:

A. Approve the Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

8. Recommendation Concerning the Approval of the Amended and Restated Interlocal Agreement Between Escambia County, Florida, and the University of West Florida - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the Amended and Restated Interlocal Agreement between Escambia County, Florida, and the University of West Florida:

A. Approve the Interlocal Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive twelve-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

[Funding: N/A]

9. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of the Alleyway Located in Block 28 of Englewood Heights - Joy Jones, P.E., Engineering Department Director

That the Board schedule a Public Hearing for September 3, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block 28 of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.:

A. Authorize the scheduling of a Public Hearing for September 3, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block 28 of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.; and

B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

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

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 7750 Fiesta Road - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Program Housing Rehabilitation Services for 7750 Fiesta Road:

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 Miranda Yelder, Owner; per the terms and conditions of NED S-R-2020-10, NED SHIP Housing Repair for 7750 Fiesta Road, for a bid of $29,000; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
David H. Griffin Enterprises, LLC	Fund 120/2020 SHIP, Cost Center 370207	$29,000	NED-S-R-2020-10

2. Recommendation Concerning the Coronavirus Relief Fund Subrecipient Agreement with Florida Housing Finance Corporation - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Coronavirus Relief Fund Subrecipient Agreement with Florida Housing Finance Corporation:

A. Authorize the Chairman to sign the Coronavirus Relief Fund (CRF) Subrecipient Agreement with Florida Housing Finance Corporation in order to receive $903,834 in CRF funds;

B. Authorize the Chairman or County Administrator to sign any subsequent Amendments to the Agreement as required;

C. Approve the general activities of rent, mortgage, and utility assistance and emergency repair assistance in response to the COVID-19 pandemic as permitted under the funds; and

D. Authorize the County Administrator and/or Project Administrator, as appropriate, to execute documents relating to implementation and completion of the Agreement.

[Funding: Fund 110/CARES-CRF-FHFC Housing, Cost Center 370239]

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

That the Board ratify the following August 6, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Property Owner; and

Property Owner	**Address**	**Fund**	**Cost Center**	**Improvement**	**Amount**
Michelle S. Johnson	633 Lakewood Road	151	Barrancas-370116	Replacement Roof	$3,625

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

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

That the Board ratify the following August 6, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	**Address**	**Amount**
Lavanda Jean Walden	220 Betty Road	$4,462
Ronald F. and Joan P. Olmstead	17 Audusson Avenue	$4,133
Gary S. Holloway	6612 Flagler Drive	$2,950
Bert Thomas and Helen S. Black	6226 Vicksburg Drive	$6,000
James B. and Jill S. Amos	9016 Chemstrand Road	$4,347

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

5. Recommendation Concerning Change Order #1 to Blue Arbor, Inc., for Community Center Workers - Clara Long, Neighborhood & Human Services Director

That the Board approve and authorize the County Administrator to execute Change Order #1 to Blue Arbor, Inc., for additional funds for NHS Brownsville and Ebonwood Community Center workers:

DEPARTMENT	NEIGHBORHOOD & HUMAN SERVICES
DIVISION	COMMUNITY CENTERS
TYPE-CHANGE ORDER	ADDITION
AMOUNT	$20,000
VENDOR	BLUE ARBOR, INC.
PROJECT NUMBER	19NH0389
CONTRACT NUMBER	PD 17-18.055
PURCHASE ORDER#	200909
ORIGINAL AWARD AMOUNT	$45,000
CHANGE ORDER #1	$20,000
TOTAL	$65,000

6. Recommendation Concerning Change Order #1 to Key Ford LLC, for the Public Safety Department's EMS Department - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute Change Order #1 to Key Ford LLC, adding funds for the repair and maintenance needs of the EMS fleet vehicles:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	$15,000
Vendor:	Key Ford LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200685
Change Order #:	1
Original Award Amount:	$20,000
Change Order #1 as requested:	$15,000
Total:	$35,000

Due to unexpected repairs, aging EMS Fleet and preventative maintenance needs, additional funds in the amount of $15,000 are needed.

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

7. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Order to Deere & Company, for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order to Deere & Company, based upon previously-awarded Contracts, Contractual Agreements or annual requirements, for the Public Safety Department:

Vendor/Contractor	Amount	Contract Number
Deere & Company Vendor #: 100304 Fund 353, LOST IV, Public Safety Cost Center: 330434 Project: 20PS1294	$14,415.03	National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)

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

This project is located in Commission 4 District.

8. Recommendation Concerning an Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc., for the County's P25 Digital UHF Radio & Microwave Systems -Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the Agreement with Motorola Solutions, Inc.:

A. Approve and authorize the County Administrator to sign the Agreement and any subsequent related documents without further action by the Board; and

B. Authorize the issuance of an annual Purchase Order.

[Funding Source: Fund 353, LOST IV, Cost Center 330434, $4,240,935 and Fund 001, General Fund, Cost Center 330403, $5,114,081]

9. Recommendation Concerning a Change Order for Emergency Systems Services, Inc. - Jason Rogers, Public Safety Director

That the Board approve and authorize the County Administrator or designee to execute Change Order #1 to Purchase Order #200177, to Emergency Systems Services, Inc., for unscheduled generator maintenance for the Communications Division.

Department:	Public Safety	Funding Source: 001, General Fund; Cost Center 330403, Object Code 54601
Division:	Communications	
Type:	Addition	
Amount:	$4,000	
Vendor:	Emergency Systems Services, Inc.	
Purchase Order:	200177	
Change Order:	1	
Original Award Amount	$28,980	
Cumulation Amount of Change Orders Through This Change Order:	$4,000	
New Purchase Order Total:	$32,980	

10. Recommendation Concerning the State-Funded Grant Agreement to Update the Hazardous Materials Facility Analysis Data - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management in the amount of $11,681 to update the Hazardous Materials Facility Analysis Data for the period ending June 30, 2021:

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

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

C. Authorize the Manager of the Division of Emergency Management to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant.

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

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

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

11. Recommendation Concerning Acceptance of the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary Reports and Community Partners Reports for the 3rd Quarter, Which Ended 6/30/2020 - 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, Expenditure Comparison Summary by Division/Cost Center, and Community Partner Reports for the third quarter, which ended June 30, 2020.

As of June 30, 2020, Escambia County Expenditure Comparison by fund total percent of budget utilized is at 43%; the Fiscal Year 2019 percent of budget utilized was 44%. Total expenditures as of June 30, 2020, are $349 million, while total expenditures, as of June 30, 2019, were $382 million. Current encumbrances of $78.6 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 community partners receiving funds 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.

12. Recommendation Concerning Pensacola Developmental Center Request for Deferring July Lease Payment due to COVID-19 - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board approve the request of Pensacola Developmental Center, located at 1 Villa Drive, Pensacola, FL 32506, to defer the July lease payment until August, at which time both July and August lease payments will be made.

13. Recommendation Concerning Supplemental Budget Amendment #175, 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 #175, General Fund (001), in the amount of $17,015, to recognize the Sheriff's off-duty officer reimbursements, miscellaneous fees, auto repairs, public records and investigation 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.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund	Miscellaneous Sheriff's Fees Investigative Costs Miscellaneous Reimbursements/Fees	369939 341525 369401	$ 1,352 $ 230 $15,433 $17,015
Fund Name	Cost Center Code/Title	Account Code	Amount
TO: General Fund	540101/Administration	59703	$17,015
		TOTAL	$17,015

14. Recommendation Concerning Supplemental Budget Amendment #179, Coronavirus Relief Fund Under the Coronavirus Aid, Relief, and Economic Security Act, Clara Long, Neighborhood and Human Services Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #179, Other Grants and Projects Fund (110) and the General Fund (001), in the amount of $906,094, to recognize the Coronavirus Relief Fund (CRF) allocation provided by the Florida Housing Finance Corporation (FHFC) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and to appropriate these funds to support housing related activities in response to COVID-19.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331626 (new)	CARES-CRF-FHFC Housing	903,834
001	General Fund	369936	Indirect Costs-Other	2,260
Total				**$906,094**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	370239	CARES-CRF-FHFC Housing	51201	Salaries	18,184
110			52101	FICA	1,391
110			52201	Retirement Contributions	1,819
110			52301	Life & Health	3,750
110			52401	Workers Comp	157
110			53401	Other Contractual Srvs	54,136
110			54201	Postage & Freight	100
110			54801	Promotional Activities	936
110			54901	Other Current Chgs & Obligations	2,660
110			55101	Office Supplies	500
110			55201	Operating Supplies	6,750

110			58301	Other Grants & Aids	813,451
001	110201	Non-Departmental	59805	Reserve for Operating	2,260
Total					**$906,094**

15. Recommendation Concerning the Issuance of a Purchase Order to Tolar Manufacturing for Bus Shelters - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the issuance of a Purchase Order to Tolar Manufacturing for the Escambia County Mass Transit Department:

A. Authorize the issuance of a Purchase Order, in the amount of $44,225, to Tolar Manufacturing for the purchase of five Bus Shelters; and

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

[Funding Source: Fund 320, FTA Capital Grant Fund, Cost Center 211234]

16. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 631 Campbell Road - Cassie Boatwright, Department Director, Facilities Management Department

That the Board take the following action concerning the surplus and sale of County-owned real property located at 631 Campbell Road:

A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

B. Declare surplus the Board's real property at 631 Campbell Road, located in District 5, Account #: 11-1134-000, Reference #: 04-5N-30-3003-000-000; Property Appraiser's current assessed value: $5,225;

C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

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

17. Correction of Cost Center for Furniture, Fixtures and Equipment Item for New Correctional Facility, Medline Industries, Inc. - Cassie C. Boatwright, Facilities Management Department Director

That the Board take the following action concerning the correction of Cost Center for Furniture, Fixtures and Equipment (FF&E) item for New Correctional Facility - Medline Industries Inc.:

A. Rescind the Board's action of June 4, 2020, CAR Item #17, specific vendor Medline, Medical Equipment, Fund:111 Cost Center 290406 authorizing issuing Purchase Orders to various vendors for the purchases of FF&E for the New Correctional Facility in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and

B. Ratify and approve the issuance of Purchase Order 201583 to Medline Industries, Inc., for Medical Equipment, Fund 311 Cost Center 290408 Project #14SH2728. Funds are available in the New Correctional Jail Facility project to pay for this equipment.

Vendor/Contractor	Funding	Amount	Contract Number
Medline Industries Inc. PO 201583	Fund 311, Cost Center 290408, Object Code 56401 Project Number 14SH2728	$66,208.62	MMCAP MMS2000161

[Funding Source: Fund 311, Series 2017 Project Fund; Cost Center 290408, County Jail Facility; Object Code 56401, Machinery & Equipment, Project #14SH2728]

18. Recommendation Concerning the Ratification of the FEMA COVID-19 Federally Funded Subaward and Grant Agreement - Janice P. Gilley, County Administrator

That the Board approve and ratify the Chairman's signature on the FEMA COVID-19 Federally Funded Subaward and Grant Agreement.

19. Recommendation Concerning the Purchase of Hardware Equipment for Phase II of the Blanchard Wi-Fi Project - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the usage of the following two Contracts:

1. NCPA (National Cooperative Purchasing Alliance) Contract 01-97, Advanced Technology Solutions Aggregator; and

2. FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS; and

B. Approve the issuance of three Purchase Orders, for Hardware Equipment from PC Specialists, Inc. D/B/A Technology Integration Group, for Phase II of the Blanchard Wi-Fi project, in the amount of $66,224.44, (pricing obtained through the competitively bid NCPA Contract 01-97 and FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS Contract).

Vendor/Contractor	**Amount**	**Contract Number**
Vendor: PC Specialists, Inc. d/b/a Technology Integration Group		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056480	10,320.00	NCPA Contract 01-97, Advanced Technology Solutions Aggregator
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056476	51,205.72	FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056520	4,698.72	NCPA Contract 01-97, Advanced Technology Solutions Aggregator

20. Recommendation Concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract Option to Renew - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract, and the option to renew for five years:

A. Approve renewing the Contract for maintenance of the Bob Sikes Bridge Toll System from August 24, 2021, through August 23, 2026; and

B. Approve and authorize the County Administrator to sign a letter to TransCore, LP, stating that Escambia County is exercising their option to renew for five additional years.

Funding	Amount	Contract Number
Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 54601	$1,159,505.25	PD 14-15.030 Bob Sikes Toll System

The Bob Sikes Bridge is located in Commission District 4.

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

That the Board approve a Local Option Sales Tax (LOST) IV Discretionary Funding Source, in the amount of $2,160,000, to fund the Jackson Street Complete Streets Project.

Fund	Cost Center	Project Number	Project Name	Amount
Fund 353, LOST IV Discretionary Funds	110102	To Be Determined	Jackson Street Complete Streets Project	$2,160,000

This project is located in Commission District 2.

22. Recommendation Concerning Contract PD 16-17.081, General Paving and Drainage Pricing Agreement for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2019/2020, amend its actions of October 17, 2019, December 5, 2019, and February 20, 2020, to add the following Cost Center on Contract PD 16-17.081 General Paving and Drainage Pricing Agreement: Fund 353, LOST IV Discretionary Fund, Cost Center 110102.

Original funding:	
FUND	**COST CENTER**
175, Transportation Trust Fund	211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin
182, Master Drainage Basin Fund	210719-210736 - Master Drainage Basins I-XVIII
352, LOST III	210107 - Transportation & Drainage, & 350229 - Parks Capital Projects
353, LOST IV	210106 - Transportation & Drainage, & 350221 - Parks Capital Projects
167, Bob Sikes Toll Fund	140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.
Adding the following funding:	
353, LOST IV Discretionary	110102

23. Recommendation Concerning the Third Party Escrow Agreement for the Locally-Funded Agreement Between the Florida Department of Transportation and Escambia County, Florida - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Third Party Escrow Agreement for the Locally-Funded Agreement (LFA) between the Florida Department of Transportation (FDOT) and Escambia County, Florida:

A. Approve and authorize the Chairman to sign the Third Party Escrow Agreement between the FDOT and Escambia County, Florida, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project (Project #437699-1-32-01); and

B. Approve and authorize the Chairman to sign the Third Party Escrow Agreement between the FDOT and Escambia County, Florida, for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project (Project #442920-1-32-01).

The project for County Road 4 over Canoe Creek is located in Commission District 5; the project for Interstate Circle over 8 Mile Creek is located in Commission District 1.

24. Recommendation Concerning a Change Order on Contract PD 11-12.030 to McKim & Creed, Inc., for Beach Haven Northeast Drainage and Sanitary Sewer Project Phase 2 - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to McKim & Creed, Inc., in the amount of $162,915 on Contract PD 11-12.030, Beach Haven Northeast Drainage and Sanitary Sewer Project Phase 2.

The Beach Haven Phase 2 project is a joint project with the Emerald Coast Utilities Authority (ECUA). This Change Order is for additional professional services for limited construction monitoring and design implementation, stormwater treatment, sewer improvements, roadway design, permitting, and surveying. These services are needed for Phase 2, which will take approximately three years to bid, construct, and close out the project. Design changes were required by the Federal Clean Water Act Grant, by Escambia County, and ECUA, and all are recommended for approval by staff:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$162,915
Vendor:	McKim & Creed, Inc.
Project Name:	Beach Haven Northeast Drainage and Sewer Project Phase 2
Contract:	PD 11-12.030
PO#:	200937 (Original PO 121406 formerly known as Jehle-Halstead, Inc.)
CO#:	6
Change Order #1:	$19,000
Change Order #2:	$80,845 - Change Order posted / not approved
Change Order #3:	$48,800.59
Change Order #4:	($80,845) - Deductive Change Order / to correct CO #2 posting
Change Order #5:	Time Only
Original Contract Amount:	$999,430
Cumulative Amount of Change Orders Through this CO:	$230,715.59
New Contract Amount:	$1,230,145.59

Funding Source:	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272

This project is located in Commission District 2.

25. Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Development Services Department - Horace Jones, Development Services Department Director

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

	Vendor/Contractor	**Amount**	**Contract Number**
	Environmental Systems Research Institute (ESRI) Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 116 Planning Development Review, Cost Center: 240302	$43,750	Annual Software Maintenance for period 08/21/2020 to 08/21/2021 Quotation #25962161

26. Recommendation Concerning Insurance Premium Assessment for Bob Sikes Bridge - Mark Bartlett, Manager, Risk Management Office

That the Board approve the payment to the Florida Department of Transportation, in the amount of $32,067, for the insurance assessment for the Bob Sikes Bridge in accordance Addendum No. 1 of the Transfer Agreement between the Department of Transportation, the State Board of Administration, and Escambia County, for the period July 1, 2020, to July 1, 2021.

Florida Dept of Transportation	Bob Sikes Bridge Insurance Assessment: $32,067	Fund 501, Internal Service, Cost Center 140835, Object Code 54501

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

27. Recommendation Concerning a Memorandum of Understanding Between the School Board of Escambia County, Florida, and Escambia County, Florida - William R. Powell, Director of Corrections

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

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Work Annex, for a not to exceed amount $57,830 ($32,830 for full time vocational instructor, $5,000 for part time certified testing administrator, and $20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the Agreement.

Escambia County School Board	Fund 111 Detention/Jail Commissary Fund Cost Center 290406	$57,830

28. Recommendation Concerning Change Order #1 to Purchase Order #200597, CSG Forte Payments, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute Change Order #1 to Purchase Order #200597, CSG Forte Payments, Inc., for additional funding for transaction fees, Fiscal Year 2020.

Department:	Waste Services Fund 401 Solid Waste Fund; Cost Center 230314, Operations; Object Code 54901, Other Charges and Obligations
Division:	Waste Division
Type:	Addition
Amount:	$10,000
Vendor:	CSG Forte Payments Inc. - 425811
Project Name:	Credit/Debit Transaction Fees
Purchase Order#:	200597
Original Award Amount:	$30,000
Change Order #1:	$10,000
Total:	$40,000

29. Recommendation Concerning the Contract Award of PD 19-20.018, Pet Licensing Management - John Robinson, Division Manager, Animal Services through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and DocuPet CORP., per the terms and conditions of PD 19-20.018, Pet Licensing Management.

Vendor/Contractor	Funding	Amount	Contract Number
DocuPet Corp.	Self-Funding	Self-Funding	PD 19-20.018

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

- RFP Response from DocuPet

30. Recommendation Concerning the Contract Award for the Clean-up of Parks and Boat Ramps - Michael Rhodes, Parks and Recreation Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Keep Pensacola Beautiful, Inc., per the terms and conditions of PD 19-20.067, Clean-up of Parks and Boat Ramps, in the amount of $188,638.

Vendor/Contractor	Funding	Amount	Contract Number
Keep Pensacola Beautiful, Inc.	Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $34,050.00; Fund 353, LOST IV, Cost Center 350221, Parks Capital Projects - $129,733.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $13,200.00; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M - $11,654.50	$188,638	PD 19-20.067

This project is located in multiple districts.

31. Recommendation Concerning the Contract Award for the County Abatement of 9050 Pensacola Boulevard Project - Chips Kirschenfeld, Director, Natural Resources Management through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and BR Bonners Hauling, Inc., per the terms and conditions of PD 19-20.064, County Abatement of 9050 Pensacola Boulevard.

Vendor/Contractor	Funding	Amount	Contract Number
BR Bonners Hauling, Inc.	Fund 103, Code Enforcement, Cost Center 220110, Object Code 53401	$40,000	PD 19-20.064

32. Recommendation Concerning the Contract Award for Woodrun Bridge Replacement and Drainage Improvements Project - Joy Jones, P.E., Engineering Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Rebol-Battle and Associates, LLC, per the terms and conditions of PD 18-19.080, Woodrun Bridge Replacement and Drainage Improvements Project, in the amount of $181,133.82.

Vendor/Contractor	Funding	Amount	Contract Number
Rebol-Battle & Associates, LLC	Fund Name: LOST IV, Fund Number 353, Cost Center 210106, Object Code 56301 Project # 19EN0515	$181,133.82	PD 18-19.080

The Request for Letters of Interest for PD 18-09.080, Woodrun Bridge Replacement and Drainage Improvement Project, was submitted via Government Forms Software to 145 firms on July 10, 2019. Responses were received from four firms and the selection committee ranked the three short-listed firms in the following order:

1. Rebol-Battle & Associates, LLC;
2. Volkert. Inc.; and
3. American Consulting Engineers of Florida, LLC.

Negotiations were conducted with the number one ranked firm. Final Negotiations were conducted on June 25, 2020, resulting in a Best and Final offer of $107,535.48 for Base Services, $73,598.34 for Optional Services, Contract Total $181,133.82.

33. Recommendation Concerning Award of a Purchase Order for Radio Equipment for the Public Safety Fire Department - Jason Rogers, Public Safety Department Director and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the NASPO (National Association of State Procurement Officials) Valuepoint Contract 06913, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 44-46, Application; Exemptions; and Section 46-64, Board approval; and

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for the purchase of radio equipment for the Public Safety/Fire Department of Escambia County, Florida, to Motorola Solutions, Inc., in the amount of $27,229.50.

Vendor	Funding	Amount	Contract Number
Motorola Solutions, Inc.	Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment	$27,229.50	NASPO/Valuepoint 06913

34. Recommendation Concerning the Award of the Second of Two Possible Renewals for PD 17-18.055, Temporary Labor Services - Jana Still, Human Resources Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the second of two one-year renewal options for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2020-2021, to commence on August 17, 2020, and end on August 16, 2021.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc.

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. d/b/a Accustaff, Inc.

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc.

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

LOT 1 - BLUE ARBOR, INC.		
Department	**Funding**	**Amount**
Building Inspections	Fund Code 406, Building Inspection Funds; Cost Center 250111, Building Inspection Admin; Object Code 53401, Other Contractual Services	$93,000.00
Community Affairs	Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services	$65,280.00
Community & Environment	Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services	$15,500.00
Facilities Management	Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	$140,925.00

Library Services	Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	$490,926.00
Public Safety	Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services	$25,209.60
Engineering Construction Management	Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services	$75,000.00
Engineering Construction Management	Fund Code 353, LOST lV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services	$75,000.00
Engineering Transportation and Traffic	Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services	$50,000.00
Parks & Recreation	Fund Code 352, LOST III; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services	$100,000.00
Development Services	Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services	$60,000.00
Natural Resources	Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services	$14,700.00
Natural Resources	Fund Code 117, PK Beach Mouse Fund; Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object	$25,000.00

	Code 53401, Other Contractual Services	
Natural Resources	Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services	$15,000.00
Natural Resources	Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services	$8,000.00
Natural Resources	Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services	$14,700.00
Waste Services (Administration)	Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services	$20,280.00
Waste Services (Recycling)	Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$47,062.00
Waste Services (Palafox Transfer Station)	Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	$47,332.00
Waste Services (Operations)	Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	$123,816.00
Santa Rosa Island	Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services	$250,000.00
Board of County Commissioners	Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services	$90,000.00

County Administrator	Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services	$18,000.00
	LOT 1 TOTAL	**$1,864,730.60**
LOT 2 - JJW SERVICES, INC. d/b/a ACCUSTAFF, INC.		
Bob Sikes Toll	Fund Number 167, Bob Sikes Toll; Cost Center 140301; Bob Sikes Toll Admin; Object Code 53401, Other Contractual Services	$75,000.00
	LOT 2 TOTAL	**$75,000.00**
LOT 3 - ESCAMBIA COUNTY YOUTH EMPLOYMENT		
Escambia County Youth Employment	Fund Number 001, General Fund; Cost Center 110277, LOST Economic Development; Object Code 53401, Other Contractual Services	$250,000.00
	LOT 3 TOTAL	**$250,000.00**

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

- Original Agreement - Blue Arbor
- Original Agreement - JJW Services d/b/a Accustaff, Inc.

35. Recommendation Concerning Termination of Contract with Safe Lawn, Inc. - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board, per the terms and conditions of PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Zone 4:

A. Terminate the Contract with Safe Lawn, Inc. (Zone 4) effective August 6, 2020. The firm provided notice requesting termination of Agreement on July 6, 2020; and

B. Approve and award Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Zone 4, to Gulf Coast Environmental Contractors, Inc., for the remaining term of the term of the Agreement (year one expires on February 19, 2021).

Vendor/Contractor	Funding	Amount	Contract Number
Gulf Coast Environmental Contractors, Inc.	Fund 353, LOST IV; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services, Project #: 19PR819	$28,350	PD 19-20.017

36. Recommendation Concerning the Discretionary Allocation for County Employee Morale and "Thank You" Events - Robert Bender, County Commissioner, District 4

That the Board approve funding $3,000 from Commissioner Robert Bender's discretionary funds that he can use toward County Employee Morale and "Thank You" events during Fiscal Year 2019/2020 and Fiscal Year 2020/2021.

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

37. Recommendation Concerning the Coronavirus Relief Fund Rent, Mortgage, and Utility Assistance Program - Clara Long, Neighborhood & Human Services Department Director

That the Board approve the Coronavirus Relief Fund (CRF) Rent, Mortgage, and Utility Assistance Program to assist income qualifying tenants and homeowners affected by COVID-19.

[Funding: Fund 110/CARES-CRF-FHFC Housing, Cost Center 370239]

III. For Discussion

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

That the Board approve the following allocation for Mr. Robbins Neighborhood, in the amount of $10,000 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:

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

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

2. Recommendation Concerning the Escambia CARES Act Conceptual Plan and Implementation - Janice P. Gilley, County Administrator

That the Board:

A. Discuss and approve the Escambia CARES Act Conceptual Plan;

B. Authorize the County Administrator to serve as the Authorized Agent for the CARES Act Funding Agreement and any subsequent Agreements or documents requested by the grantor;

C. Approve the Contract with a professional consultant to provide CARES Act Strategic Services for grant eligibility requirements, fraud detection, and the leveraging of funding to Escambia County; and

D. Due to the urgency and grant expenditure deadline of December 30, 2020, authorize the County Administrator to implement inter-program transfers of CARES Act funds as needed, and authorize the waiving of competitive requirements for eligible expenditures of CARES Act funds.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

COUNTY ATTORNEY'S REPORT

I. For Action

1. 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 R2020-94 and R2020-95; and

B. Extension of Escambia County State of Local Emergency.

2. Recommendation Concerning FDEP vs. Chavers Construction Inc. and Escambia County.

That the Board take the following actions:

A. Authorize the County Administrator to execute the FDEP Consent Order; and

B. Authorize payment of the administrative fine or the development of an in-kind project to satisfy the requirements of the Consent Order without further action by the Board; and

C. Accept for information that the required remediation is incomplete and the County remains jointly responsible for the outcome until complete and accepted by FDEP.

[Funding: Fund 001, Cost Center 110201, Object Code 54901]

II. For Information

1. Recommendation Concerning Brad Crain v. Escambia County, Office of Environmental Enforcement, First District Court of Appeal Case No. 1D19-2494.

   That the Board be made aware that the Petition for Writ of Certiorari filed by Mr. Brad Crain in the First District Court of Appeal, State of Florida, has been denied.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18252 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: Adoption/Ratification of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Natalie Jackson, a Senior Office Support Assistant in the Facilities Management Department, on her selection as the "Employee of the Month" for August 2020;

B. Adopt the Proclamation commending and congratulating Charles B. Ward on his retirement, and expressing appreciation for 35 years of faithful and dedicated service to Escambia County; and

C. Ratify the Proclamation dated July 30, 2020, honoring and congratulating Mrs. Mattie Lee Price on reaching the age of 100 and extending best wishes to her for continued good health and happiness.

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

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Natalie Jackson, Employee of the Month, August 2020

Charles B. Ward Retirement Proclamation

Mattie Lee Price Centenarian Proclamation

PROCLAMATION

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

***WHEREAS**, Natalie Jackson, a Senior Office Support Assistant, in the Facilities Management Department, is selected as "Employee of the Month" for August 2020, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Jackson began her employment with the County on October 25, 1999, and provides excellent service to the citizens of Escambia County through all assigned duties; and*

***WHEREAS**, as the Senior Office Support Assistant assigned to Facilities Management's Maintenance Request Center (MRC), Ms. Jackson receives trouble calls for maintenance concerns by telephone, email, or through the Computer Maintenance Management System, Lucity's Work Requestor. With her knowledge and experience, she determines the urgency of the request and takes the proper action to ensure the issue is addressed and reviews work orders for accuracy and completeness. Ms. Jackson also places service requests for pest control and elevator problems; and*

***WHEREAS**, if a catastrophic event, such as a hurricane, tornado, terrorist attack, etc., should strike Escambia County, Ms. Jackson works in our Maintenance Request Center (MRC), receiving calls on building issues and/or could be assigned to a County-sponsored Distribution Center, where she would assist in handing out food and water to citizens in need; and*

***WHEREAS**, Ms. Jackson's duties and responsibilities bring her into daily contact with other BCC Department personnel and the personnel of other Escambia County elected officials. She displays a positive attitude and professional expertise when carrying out her daily responsibilities. She works hard to develop an excellent working relationship with all her customers; and*

***WHEREAS**, Ms. Jackson was nominated and selected by her fellow employees as their Facilities Management Employee of the Month for June 2020 for "Performance Versatility." She has earned a reputation for dedication and a determination to meet or exceed her customers' expectations. This acknowledgement by her peers is just one of the many demonstrating that Ms. Jackson is an invaluable asset to the Department and to the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ms. Natalie Jackson on her selection as the "Employee of the Month" for August 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: August 6, 2020

PROCLAMATION

***WHEREAS**, Charles B. Ward began his career with Escambia County in January of 1985, with Escambia County Board of County Commissioners' Public Works Department, Roads Division, as a Maintenance Worker, and will retire as a Lead Maintenance Technician, with Escambia County Board of County Commissioners' Parks and Recreation Department, with 35 years of service with Escambia County; and*

***WHEREAS**, Mr. Ward has been an integral member of the Parks and Recreation Department as a Lead Maintenance Technician; and*

***WHEREAS**, Mr. Ward consistently provided excellent service to the citizens of Escambia County through all his assigned duties, mainly leading and operating large equipment and projects throughout the park inventory; and*

***WHEREAS**, Mr. Ward is to be commended for his professional and personal dedication and service to the Parks Department and Escambia County as a whole.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Charles B. Ward on his retirement.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners expresses its appreciation to Charles B. Ward for 35 years of faithful and dedicated service to Escambia County.*

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: August 6, 2020

PROCLAMATION

WHEREAS, *the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. Centenarians are among the fastest-growing segment of our population and create a link to our history. It is a great distinction for Mrs. Mattie Lee Price to celebrate 100 years of life; and*

WHEREAS, *Mrs. Price was born on August 2, 1920, in Evergreen, Alabama, the oldest of six children; and*

WHEREAS, *Mrs. Price moved to Pensacola in 1940 to pursue a career in domestic engineering; and*

WHEREAS, *Mrs. Price married George Collins and they had three children, Sara, Willie, and Phyllis; and*

WHEREAS, *Mrs. Price later married Robert Price and they purchased their first home on Bobe Street in 1965 in the Englewood Community Redevelopment Area, where she still resides; and*

WHEREAS, *Mrs. Price is a member of Talbot Chapel A.M.E. Zion Church and has served faithfully as a member of the Usher Board, President of the Christian Education Department, as well as in the Kitchen Ministry; and*

WHEREAS, *Mrs. Price relishes activities such as cooking and baking for her family and community, as well as playing bingo and relaxing on her porch; and*

WHEREAS, *Mrs. Mattie Lee Price creates a link to our history; she lauds the spirit, inspiration, and endurance represented by one of our oldest residents and is a valued member of our community.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Mattie Lee Price on reaching the age of 100 and extends best wishes to her for continued good health and happiness.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Robert D. Bender, Vice Chairman
District Four

Steven Barry, Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: July 30, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18327 **Written Communication 7.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: University of West Florida Reopening Campus Plan, Fall 2020
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
July 22, 2020, communication from Howard J. Reddy, Vice President, Division of University Advancement, regarding the University of West Florida Reopening Campus Plan, for Fall 2020.

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
UWF Reopening Plan



UNIVERSITY of WEST FLORIDA

University of West Florida Reopening Campus Plan

FALL 2020

Introduction

"When patterns are broken, new worlds emerge." —Tuli Kupferberg

The switch to all-remote course delivery in March 2020 went smoothly at the University of West Florida because of prior preparation and the heroic efforts of faculty and staff. We had previously created Canvas shells for every course offered at the University. Faculty had only to activate the shells to launch their online courses. As a result, UWF students were able to complete the spring academic term safely and successfully.

Many acts of generosity and creativity have inspired us over the past few months. We owe a debt of gratitude to a myriad of Argo alumni, community members and friends of the University who stepped up to provide needed financial support for our students in their time of need.

As we prepare for the reopening of our campuses for Fall 2020, we do so with four primary intentions:

- To provide the safest possible resumption of University operations for all.
- To preserve the highest standards of quality in our teaching and research.
- To keep any additional disruptions to a minimum.
- To build on lessons learned from these unprecedented events.

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Executive Summary

The University of West Florida developed this COVID-19 Reopening Campus Plan while keeping the safety, security and well-being of students and employees at the forefront of every decision.

This plan is a living document and is subject to change based upon federal, state or local guidance. Actions outlined in this plan may not happen sequentially as described, but instead will be implemented in relation to the ever-changing situation and conditions. In the event of a second wave of COVID-19 infections, re-implementation and mitigation procedures will be quickly executed.

The plan maintains focus on the University's mission to ensure the continuity of academic instruction, research and service while safeguarding students' continued progression in their courses of study.

To form a thorough Fall 2020 Return to Campus Plan, UWF President Martha Saunders established a Return to Campus Task Force and five subcommittees to focus on the below specific key areas that align with the reopening blueprint provided by the Florida Board of Governors. The task force, which includes representatives from all areas of the institution, addresses and monitors the repopulation framework during weekly meetings.



Healthy Campus Environment

The University will deploy strategies for a healthier campus environment, including providing face coverings, hand sanitizer, mandatory training modules and educational materials, among other resources, to students, employees and visitors. A significant number of events and services will be offered remotely. All facilities will adhere to CDC guidelines and safety protocols for on-campus residents will be enhanced.



Healthy Community Environment

UWF will engage with area business and civic leaders to promote a healthier and safer community. The University will identify venues that practice social distancing measures and cross-promote with these establishments.



COVID-19 Virus Testing

UWF will implement a comprehensive pre-screen and testing program as students and employees return to campus.



Contact Tracing and Surveillance

UWF will conduct initial contact tracking for the COVID-19 virus for the safety and well-being of students and employees. Any student or employee who reports that they have received a lab-confirmed positive COVID-19 test will be contacted by a contact tracker to evaluate potential exposure within the UWF community. The information gained during the contact tracking will be provided to the local Department of Health contact as deemed necessary to protect the health and welfare of the campus and the community.



Academic Program Development

The University will expand its course delivery options for students to ensure they receive the top-rate education they expect from UWF while maintaining health and safety protocols. Classroom facilities will be thoroughly cleaned and include signage that indicates student seating based on social distancing guidelines. UWF will work collaboratively with employers of students on maximizing the safety of each employer's worksites and internship sites. The University will also continue enhancing its faculty training and professional development to support new technologies for remote instruction.

PHASED EMPLOYEE RETURN TO CAMPUS

The UWF Return to Campus Task Force developed and began implementation of a three-phased approach for employees returning to campus. Each phase is directed by guiding principles as established by the University. The safety, security and well-being of the University community will remain of the utmost importance during this process. The plan strives to minimize potential exposure of returning students and employees to the virus and reduce opportunities for community transmission.

Phase 1 — Initial Resumption of Core On-Campus Operations permits up to 25% of employees in a department area to return to the work location simultaneously, as approved by department heads, with remote work continuing as the primary work arrangement for employees.

Phase 2 — Return to Limited Normal Operations with Ongoing Restrictions permits up to 50% of employees in a department area to return to the work location simultaneously, as approved by department heads.

Phase 3 — Return to Normal Operations with Long-Term Adjustments permits all employees to return to campus.



Healthy Campus Environment

Developing a healthier and safer UWF community is a shared responsibility between the University and the individual. The University will provide face coverings and hand sanitizer to students, employees and visitors. Training will be required for faculty, staff and students and a variety of educational materials and resources will be provided. A significant number of events and services will be offered remotely. All facilities will adhere to CDC guidelines and safety protocols for on-campus residents will be enhanced.

HEALTH, WELLNESS AND PREVENTION

Personal Protective Equipment Kit

UWF will provide one reusable cloth face covering and a bottle of hand sanitizer for every student, employee and visitor. Face coverings will be required in ALL UWF locations. Exceptions include private office settings, as well as outdoor work and areas separated from others by at least six feet. A person not wearing a face covering will be asked to put one on or leave the area.

Anyone with a disability that prevents them from wearing face coverings will be directed to Student Accessibility Resources (students), Human Resources (employees) or Visitors Center (visitors) and accommodations will be made.

TRAINING AND EDUCATION

Mandatory COVID-19 Training Module

- Students: All students returning to campus are required to participate in the COVID-19 Student Training.
- Employees: All employees returning to their work location are required to participate in the COVID-19 Employee Training Module.

Educational Materials

The University has developed a variety of health, wellness and prevention promotional materials that will be displayed throughout campus. These posters and flyers include topics such as handwashing and when to wear a facial covering, among other prevention tips. Materials also direct the campus community to visit UWF's coronavirus website, which houses all the University's information on COVID-19.

FACILITIES

All facilities will adhere to CDC guidelines, as well as University established guidelines for providing a safer environment. UWF has increased its scheduled custodial cleaning of facilities on campus and taken extra measures to disinfect frequently touched areas like doorknobs, stair rails, elevator buttons and other surfaces (such as exercise equipment and classroom AV equipment). UWF purchased free-standing plexiglass customer service windows for reception desks and similar workstations where employees come in direct contact with other

students, employees or visitors. Furniture and equipment will be rearranged or closed off to ensure proper social distancing, and the number of available computer terminals will be reduced. Hours of operation for buildings with reduced hours will be adjusted monthly per established guidelines.

STUDENT LIFE

STUDENT ACTIVITIES AND CAMPUS CULTURE

Student Organizations and Events

UWF plans to resume events and activities as appropriate, given the health environment of the campus and the local community.

- Student organization procedures and support programs will be delivered virtually through September.
- Events will be limited to fewer than 50 attendees until phase 3 of the UWF Return to Campus Plan begins.
- Events with an expected attendance of 250 or more will be cancelled or conducted virtually for the Fall 2020 semester.
- All other events will adhere to the state and University established guidelines.

Fraternity and Sorority Life

UWF plans to resume Fraternity and Sorority Life operations and events as appropriate.

- FSL procedures and operations will be delivered virtually through September via chapter liaison meetings, officer workshops and FSL info sessions.
- FSL procedures and operations delivery methods for October through the end of the semester will be adjusted as appropriate, given the health environment of the campus community.
- Events will be limited to fewer than 50 attendees until phase 3 of the UWF Return to Campus Plan begins.
- Events with more than 250 attendees will be cancelled for the entire semester.
- All meetings and gatherings, including recruitment activities, must be conducted in adherence to University established guidelines.
- Council and chapter plans regarding recruitment and new member processes will be updated regularly on the FSL website at **uwf.edu/fsl**.

Education Research Center for Child Development

The ERCCD will open in a phased approach with reduced hours and reduced enrollment capacity. Staff will return in early to mid-July to begin training and preparation. A soft opening will begin in late July/early August for children. Children of students will return first, followed by children of employees and alumni.

HOUSING AND RESIDENCE LIFE

UWF will continue honoring housing contracts for the fall semester. HRL staff will focus on one-on-one interaction with residents for support and resources, as well as virtual programming.

Isolation Protocol

UWF will reserve spaces for COVID-19 isolation, as needed. A student who tests positive will be moved immediately to an isolation/quarantine space. If someone comes in personal contact with that student in their living space, that unit will be quarantined until test results are available. If the student comes in contact with someone outside their living unit, that individual will be moved to an isolation/quarantine space. Anyone moved to an isolation/quarantine space will be provided with food, counseling and other services as needed. HRL is also working with local hotel partners to provide alternative options for student housing, if needed.

Staff and Resident Assistant Training

HRL will provide COVID-19 related training to all staff and use a virtual meeting to educate all residents on safety and the new policies and guidelines.

Extensive email communication will be sent to students and parents highlighting the new policies, guidelines and move-in plans. Residents will be asked to sign a COVID-19 liability waiver/disclaimer before moving in to make sure they understand their personal responsibility for health and safety.

Safety Protocols for Residents

UWF will enhance student health and safety measures for residents through the following protocols:

- Move-in Day will be expanded to a full week, during which a drive-through move-in process will be established.
- Residents will be provided with welcome back kits that include a cloth face covering, thermometer and hand sanitizer.
- Residence hall common areas will be cleaned several times a day in compliance with enhanced CDC cleaning protocols.
- Barriers will be installed and hold 36 spaces for quarantine and isolation.
- The number of residents in the lounges and other common spaces will be limited to no more than 10 people.
- The number of guests a resident may have at any given time will be limited to one person.
- Health, wellness and prevention promotional materials will be posted throughout each residence hall.

STUDENT SERVICES

Counseling Services

Counseling and Psychological Services will provide services remotely to students. Crisis intervention and evaluation for Baker Acts will be provided on campus, as clinically appropriate. Crisis intervention services will be available remotely to all students 24/7. A virtual online peer-to-peer support community will be available to students 24/7.

Health Services

Student Health Services will provide services using both telehealth and face-to-face office visits. SHS will reserve two hours each day to provide COVID-19 testing to students. SHS will work with Recreation and Wellness Services to promote increased participation in flu vaccination among students.

Recreation

The Health, Leisure, and Sports facility will be reopened and will operate on modified hours based on peak usage times, allowing time for additional cleaning. Physical distancing of six feet will be practiced in all areas and capacity limitations will be enforced. Touchless transactions will be utilized for entry to the facility and for point-of-sale. Increased sanitization of all equipment will occur and be the shared responsibility of the user and the HLS staff.

The use of personal storage lockers, towel service and shower access will be discontinued. Water fountains will be discontinued, but water filling stations will remain operational. Equipment checkout will be limited and returned equipment will be removed from the rotation for 24 hours after return. Outdoor Adventure and Intramural activities will be offered within the University's established guidelines. The UWF Aquatic Center will operate with limited programming and reduced capacity.

Modifications to UWF Recreation's operations are guided by the following organizations: the CDC; Climbing Wall Association; Association of Outdoor Recreation and Education; American Industrial Hygiene Association; Florida Department of Business and Professional Regulation; National Intramural, Recreation and Sports Association; National Federation of State High School Associations; Starfish Aquatics Institute; Occupational Safety and Health Act; and the USA Swimming organization.

Dining Services

Dining Services, including the Nautilus Market and most retail operations, will open and follow social distancing guidelines, including reduced occupancy. To-go dining options will be available. All meals will be served by dining staff. The tables will be cleaned after every use. Employees will conduct personal safety checks before reporting to work.

UWF John C. Pace Library

The UWF John C. Pace Library will reopen with reduced hours and reduced access to certain spaces. The University Archives department will be by appointment only; the third and fourth floors of the library will be closed; study carrels and group study rooms will be closed; and the 3D printing lab in SkyLab will be closed, but printing may be requested. Library instruction will be conducted virtually and reference consultations will be by video appointment. The Reference Desk will be accessible through open online office hours.

Furniture will be spaced appropriately and cleaning supplies will be available for students to wipe study tables down before and after use. Returned equipment and materials will be quarantined and then cleaned before returning to circulation. Late fees will continue to be waived until the library is fully operational.

The UWF Library will follow the Council of State University Libraries' Guiding Principles for Reopening University Libraries and the CDC guidelines.

INTERCOLLEGIATE ATHLETICS

University Athletics will comply with the UWF, NCAA and Gulf South Conference standards to return employees and student-athletes.

General Guidelines:

- UWF Athletics will follow the University and state guidelines for screening, testing and tracking of its student-athletes and staff.
- UWF Athletics will follow the Gulf South Conference and NCAA guidelines and provide an adequate acclimatization period for student-athletes to get back into game shape.
- UWF Athletics will promote and support appropriate adherence by student-athletes and the Athletics staff to applicable health and hygiene recommendations.

VENDORS, VISITORS AND VOLUNTEERS

UWF will ensure visitors are aware of protocols that promote a safer and healthier campus. The University will require guests comply with the same requirements as students and employees, including wearing personal face coverings. If protocols are not followed, guests will be asked to leave the premises immediately. A limited supply of disposable face coverings will be provided in high traffic areas (e.g., Visitors Center, University Commons, Recreation). Signage detailing guidelines will be posted at the Visitors Center and throughout the University.

Healthy Community Environment

UWF will engage with area businesses, organizations and civic leaders to promote a healthier and safer community. The University will identify venues that practice social distancing measures and cross-promote with these establishments.

Engaging the Community in Shared Responsibility

UWF will contact the Greater Pensacola Chamber of Commerce, Pensacola Downtown Improvement Board and the Fort Walton Beach Chamber of Commerce leadership to secure written acknowledgment of a shared responsibility to protect the health and well-being of the community. The University will also work with the organizations to develop a database of businesses that are adhering to social distancing measures.

UWF will share its plan for a healthier and safer University community with city and county leadership, request a public endorsement from civic leaders and work with identified organizations on promoting the adoption of guidelines by their members.

COVID-19 Virus Testing

UWF is implementing a comprehensive pre-screen and testing program to return students and employees to campus.

STUDENT PRE-SCREENING

All students visiting campus are required to take the **Daily COVID-19 Return to Campus Pre-screening** every day before coming to a University location or leaving their residence hall room. Students without access to technology will be asked to contact Student Health Services or the Dean of Students Office by telephone to complete the screening over the phone.

The pre-screening will include a question on recent travel. If travel restrictions are imposed by the state, any student will be required to abide by those restrictions.

Student Health Services will be notified if a student answers “yes” to a question in the pre-screening and will assist the student in testing. Housing and Residence Life will quarantine students immediately if they live on campus.

STUDENT TESTING

Student Health Services will procure and administer a rapid test kit for COVID-19 that allows preliminary results within several minutes. The test will also be sent to a laboratory for final confirmation of COVID-19 within two-to-three days. The preliminary rapid test kit results will allow SHS personnel to quickly identify and respond to any hot spot locations on campus in coordination with the UWF Contact Trackers (listed below). SHS will reserve two hours each day to provide COVID-19 testing to students at the Student Health Clinic.

SHS also plans to establish mini mobile testing locations around campus; the specific locations and schedule will be determined by August 1, 2020. If a student would like to take the COVID-19 test on their own, they may visit an official testing site or contact their health care provider.

SHS will work in concert with the Recreation Department and the Counseling and Wellness Services Department to promote increased participation in flu vaccination among students.

EMPLOYEE PRE-SCREENING

All employees directed to return to their work location by their supervisors are required to take the **Daily COVID-19 Return to Campus Pre-screening** before arriving on campus each day. If a department has employees unable to access a computer or mobile device before work, the pre-screening must be completed via the official paper form before entering a UWF building. Each employee will be provided direction based on their answers to the questions.

Any employees hired from out-of-state will be required to adhere to the current travel restrictions imposed by the state at their time of hire.

EMPLOYEE TESTING

If an employee is presumed to have contracted COVID-19, the employee must notify Human Resources immediately. Testing will be conducted and provided through a local health care facility, as needed. If employees would like to take the COVID-19 test on their own, they may visit an official testing site or contact their health care provider.

Contact Tracing and Surveillance

For the purpose of this plan and communications, "contact tracing and surveillance" is referred to as contact tracking, as only the Department of Health is authorized to use the term "Contact Tracing." UWF will conduct initial contact tracking for COVID-19 for the safety and well-being of students and employees. Once students or employees report that they have received a lab-confirmed positive COVID-19 test, they will be contacted by an official COVID-19 Contact Tracker to evaluate potential exposure within the UWF community.

The information gained during the contact tracking will be provided to the local Department of Health contact as deemed necessary to protect the health and welfare of the campus and the community. The only personal information that will be provided to DOH will be a name and phone number unless otherwise directed by DOH. Upholding the individual privacy of students and employees will be held to the highest standards.

ONE-ON-ONE CONTACT

DOH requires anyone identified as having close 1:1 contact with an infected person to self-isolate for 14 calendar days. DOH requires a COVID-19 positive person to self-isolate for 14 calendar days from the date of a positive test.

Examples of what **IS** considered 1:1 contact include:

- Individuals who have made physical contact with a person who is COVID-19 positive.
- Individuals who have made physical contact with others while they were infectious during their illness and/or two days before COVID-19 symptom onset.
- Individuals without a face covering who interacted with others within six feet for more than 10 to 30 minutes.
- Individuals who made proximity contact more than six feet but in the same room for an extended period of time without any protective measures used such as wearing a face covering, washing hands and using hand sanitizer.

Examples of what **IS NOT** considered 1:1 contact include:

- Individuals who have not had direct contact with a person who is COVID-19 positive.
- Individuals who were more than six feet away and anyone who was wearing a face covering.

UWF COVID-19 contact trackers will conduct and assist in identifying potential 1:1 contacts with other students and/or employees. General public contacts will be identified and traced by the DOH. 1:1 contact information will be submitted to the FDOH Senior Community Health Nurse—epidemiology or the FDOH Community Health Nurse as soon as possible.

UWF COVID-19 CONTACT TRACKERS

UWF COVID-19 Contact Trackers are required to successfully complete the Johns Hopkins Contact Tracing course. Documentation of course completion must be sent to the Environmental Health and Safety Director.

- Student contact trackers will be assigned by the Assistant Dean, Case Management and are listed below:
    - Assistant Dean, Case Management
    - Director, Housing
    - Athletics Staff
    - Faculty/Staff from Usha Kundu, MD College of Health
- Employee contact trackers will be assigned by AVP HR and are listed below:
    - AVP Human Resources
    - EHS Director
    - Additional Human Resources personnel

STUDENT CONTACT TRACKING

Student contact tracking will begin if a student answers "Yes" to one of the daily COVID-19 pre-screening survey questions and Student Health Services is notified or if student contacts SHS and/or Student Affairs directly notifying them that the student tested positive for COVID-19 from an external testing source.

If a student tests positive through on-campus testing locations provided by SHS, an SHS representative will contact the patient with the student's test results and notify the DOH with any COVID-19 positive results as required by the State regulations.

The Assistant Dean, Case Management will assign the case to one of the identified COVID-19 contact trackers listed above. The designated contact tracker will contact the student and discuss information to include:

- Class attendance and location
    - Building and room numbers
- On-campus residency
    - Resident location
    - Identification of roommates

If a student is identified as an on-campus resident, the assigned contact tracker will notify the Housing Director immediately. The Housing Director will work with the student(s) who may need isolation rooms; designated isolation rooms will be set aside in each residence hall.

Locations the student may have been on campus for an extended period of time must be determined and disclosed. If locations of concern are identified, the Director of Buildings & Grounds Services and the EHS Director must be contacted as soon as possible for potential deep cleaning. Areas will be evaluated on a case-by-case basis for the best cleaning method.

Other information to consider:

- Is the student a UWF student-athlete who has attended training and/or an athletic event within five days before testing positive? If this is affirmed, the Athletic Director or the Senior Associate Director would be notified as soon as possible.

The assigned contact tracker will work in cooperation with SHS to set up and/or provide resources for COVID-19 testing via Student Health Services or an alternate location, as well as provide assistance with student needs and/or information about supportive resources (**campus and community resources**).

EMPLOYEE CONTACT TRACKING

Employee contact tracking will begin if an employee answers "Yes" to one of the daily COVID-19 pre-screening survey questions and Human Resources is notified or if an employee contacts HR directly notifying them that the employee tested positive for COVID-19 from an external testing source.

The employee's supervisor will be required to contact Human Resources. A Human Resources representative will contact the employee and discuss information including potential 1:1 contact with other employees and/or students. If names from the general public are recorded, those names will be referred to the DOH for follow-up. Locations the employee may have been on campus five days before notification of positive COVID-19 test must be determined and disclosed.

Once employee(s) have been identified as having 1:1 contact, Human Resources will notify each employee by email with the following **COVID-19 employee notification letter**. Human Resources will assist with the set up and/or provide the employee(s) with COVID-19 testing via a local health care facility. An appropriate time for the employee(s) to get tested within 3-5 days from contact or onset of any symptoms will be determined.

Departments will require employees who test positive for COVID-19 to isolate for 14 calendar days from the date of their positive test. Employees will not be allowed to return to work until after the 14 calendar day isolation period concludes. Departments will also provide the employees with the **self-monitoring form** and resources/ assistance with needs.

- **https://uwf.edu/offices/human-resources/i-am-a/employee/benefits/perks/**

If a student is identified as having 1:1 contact with an employee, the Student Affairs Assistant Dean, Case Management, will be notified with the student information as soon as possible.

MONITORING CASES AND IMPACT TO UWF

The UWF Contact Tracking subcommittee will meet regularly or on an as-needed basis depending upon the need. A report will be provided to the Recovery Taskforce and the President's Cabinet on a weekly basis to address the summary of contact tracking numbers and information, starting the week of June 15, 2020.

Should the numbers increase at a rapid rate, the President's Cabinet will be notified immediately to discuss further actions needed by UWF. If necessary, additional measures will be taken in consultation with the President's Cabinet, as well as internal, local and state health officials.

Academic Program Development

As early adopters of online learning nearly 20 years ago, UWF is an established leader in online learning, delivering high-quality instruction through various platforms. The University is expanding its course delivery options for students to ensure they receive the top-rate education they expect from UWF while maintaining health and safety protocols. Classroom facilities will be thoroughly cleaned and include signage that indicates where students can sit based on social distancing guidelines. The University will also continue to enhance its faculty training and professional development to support new technologies for remote instruction.

This plan allows flexibility and may need to be altered throughout the semester in reaction to the evolving health conditions in the community.

COURSE DELIVERY FRAMEWORK

The course delivery framework was developed by college deans with input from stakeholders, including department chairs and faculty members. Department chairs are working with faculty members to review and restructure course delivery modalities as appropriate.

The framework is intended to:

- Provide a general framework that informs but not prescribes.
- Encourage safety, quality, flexibility and creativity.
- Provide some structure for developing the Fall 2020 course offering modalities.
- Encourage an iterative process that includes input from the academic community for successful course delivery.
- Allow faculty members to deliver courses that address the dynamic environment that is expected for Fall 2020.

Faculty members falling into specific categories will be made aware of their option to teach remotely if preferred. These categories include:

- Individuals with serious illness.
- Older adults.
- Individuals of any age with serious underlying conditions who may be at higher risk for severe illness from COVID-19.
- Individuals whose availability for face-to-face instruction is impacted by an enhanced need to provide home care for young children or the elderly.

For students, UWF is providing a safer environment primarily through a variety of delivery modalities in courses with multiple sections (see below). Additionally, students identified as falling into one of the risk groups outlined in bullet points above will be directed to academic advisors who will be able to:

- Place students in remote learning sections of necessary courses.
- Adjust student schedules to avoid the immediate need for courses offered only in a face-to-face modality.
- Work with faculty members, department chairs and college deans to arrange remote directed study sections of required courses.
- Work with faculty members, department chairs and college deans to locate appropriate course substitutions for those courses that cannot be addressed through any of the other methods.

The framework below was designed to build UWF course deliveries to:

- Prioritize groups of students who would benefit most from having face-to-face interactions in courses.
- Offer courses identified as experiential (requiring face-to-face time) with face-to-face components.
- Provide UWF faculty some choice concerning the type of course delivery.
- Provide UWF students some choice concerning the type of course participation.
- Conclude all face-to-face classroom instruction immediately before Thanksgiving break and arrange courses so that instruction, review and final exams are delivered remotely after Thanksgiving.

Lower Division Courses will be delivered with face-to-face components unless:

- The department/faculty opts to teach online and can do so effectively.
- A course has multiple sections and the department offers some sections online.
- The department opts to teach online to accommodate more space for experiential courses.
- The course was historically offered online.

Upper Division Courses generally will be delivered remotely except in the following cases:

- Courses identified by department and faculty as experiential.
- Courses paired (by department and faculty) with an experiential course.
- Capstone courses with significant face-to-face components.
- Clinical/internship courses that require faculty supervision and/or lead to certification or licensure.
- Courses that serve as practicum experiences.
- Courses that traditionally end with a public performance or presentation (as long as there is the possibility to effectively teach the course while observing social distancing guidelines). In semesters when culminating public performances are unlikely, preference will be to teach these courses remotely.
- Courses in which 50% or more of instructional time is devoted to personal interaction/skill development between faculty and individual students (e.g., art, music, theatre courses). Preference will be to teach these courses via remote instruction when possible.

Graduate Courses will be delivered with face-to-face components unless:

- The course is part of an online program.
- Students are enrolled in synchronous online instruction offered as part of a face-to-face course.

INSTRUCTIONAL STRATEGIES TO BE DETERMINED BY INSTRUCTOR

Preference will be given to teaching upper division courses via remote instruction when possible. Courses identified as having face-to-face components will be taught in accordance with the most current and accurate clinical information related to contamination resulting from face-to-face activities, as determined by Student Health Services and Environmental Health and Safety and guidance from the CDC.

Strategies for courses with no online component (designated as “Primarily Classroom” in Classmate) include:

- Offer the course in a space that will accommodate all students under social distancing guidelines.
- Deliver live content via WebEx using multiple classrooms.
- Split laboratory courses into two sections. If 50% of students can be accommodated in one space, offer split sections concurrently and use teaching assistants/adjuncts to help instructors of record float between two spaces.

Strategies for courses with both face-to-face and online components (designated as “Hybrid” with 50-79% of direct instruction delivered by technology, or “Primarily Distance Learning Course” with 80-99% of direct instruction online) include:

- Deliver live content via WebEx with small cohorts of students rotating for classroom attendance.
- Flipped classroom: Deliver content through recorded lectures via Panopto with additional live Q&A sessions either in person or via WebEx.

- Divide course into two groups and alternate online and face-to-face components.
- Begin with an online component, then allow students to complete face-to-face components in the same semester or the semester immediately following the online component.

INTERNSHIPS

UWF will work with employers at worksite and internship sites to ensure compliance with University health and safety guidelines.

- A protocol will be developed for which students can report unsafe working conditions. Students completing internships for academic credit should work with academic departments to discuss guidelines and protocols for health and safety.
- UWF will inform students that they should follow the health and safety guidelines of the internship host site and actively promote virtual employment and internship opportunities.
- The UWF **internship agreement template** will be updated to include requirements by facilities to provide documentation of safe working protocols.

CLASSROOMS AND FACILITIES

Classroom Capacity

General Purpose Classrooms (110)

As part of the examination of the existing classrooms spaces, the UWF Classroom Review Board reviewed and updated its current list of the 63 general purpose, or 110, classrooms on campus to update the maximum room capacity based on the square footage of the space, with an allowance of 36 square feet per person based on the current CDC guidelines. The CRB will also walk through the spaces with a capacity of at least 20 students to consider additional factors like seating arrangements and location of the faculty podium to determine if the capacities need to be further adjusted. The CRB has shared the updated classroom capacity with the college deans for review as they continue to update fall course delivery. The CRB will conduct walkthroughs to prioritize the available spaces based on the condition of the furnishings/fixtures/equipment, overall condition of the building and the size of the common areas in the building.

Based on the initial review of the currently available spaces, UWF should strive to schedule face-to-face or hybrid classes with fewer than 50 students maximum given the space capacity in UWF's 110 classrooms.

Department Scheduled Classrooms (210)

The CRB will work with the colleges to examine the 210 classrooms to determine maximum capacity for the rooms based on the CDC guidelines. These 210 classroom spaces are primarily used for lab, studio and performance classes. The Registrar's Office will work with the colleges to open some 210 classroom spaces to be used for large lectures.

Faculty Walkthrough of Classrooms

After the classroom capacities and locations are updated, the CRB will schedule walkthroughs of the spaces with the faculty who are scheduled to teach in these rooms to ensure that the updated spacing will work for the needs of the class and faculty member.

Non-Traditional Spaces

The University Commons will provide its large meeting spaces to be used for classrooms, if needed. These spaces will be used only if there are not sufficient classrooms available, as these spaces are not maintained by ITS or Facilities Management. The priority remains to use the 110 and 210 classrooms.

Several existing outdoor spaces are being considered for possible classroom meetings. Classes will not be permanently scheduled for these spaces, but faculty may consider using them.

Building Density Considerations

Following guidance from the CDC, UWF will consider the capacity and density of the buildings where classes will be scheduled. The University will work to ensure that buildings do not have too many classes at the same meeting times that would lead to crowding in hallways, common areas and restrooms in the building. These concerns can also be alleviated by utilizing more days of the week and more times of the day for class meetings.

Facilities Management

As much as possible, UWF will schedule classes in spaces that will allow for the most efficient use of limited UWF Facilities Management resources. Since spaces will require more regular cleaning protocols in accordance with CDC guidelines, it will be important to focus on maintaining fewer classroom buildings. UWF will work to ensure that some classrooms are taken out of the rotation in a way that maximizes the safe and efficient use of resources.

Technology

ITS is working to ensure all classrooms in use in the fall semester will have webcams that may be used for webcasting the classroom lecture for those students who cannot attend the class in person. ITS will also host its eClassroom training for all faculty before the fall semester begins so faculty can be familiar with using the technology for webcasting and recording lectures if needed.

ITS acknowledges that the delivery of some equipment for the classroom technology refresh has been delayed as a result of the pandemic, so the summer refresh project has been delayed as a result. After the determination of which classrooms will be in use for fall, ITS will prioritize the refresh process.

Signage in Classrooms and Buildings

All classrooms in use for Fall 2020 will have signage showing where students can sit based on social distancing guidelines. Buildings will also have signs that include information related to social distancing. These signs have been designed by UWF Institutional Communications. Please see appendices.

ACADEMIC CONTINUITY

The Center for Global Online Learning and Development will increase options for faculty training and professional development to ensure quality academic program delivery as part of the reopening plan for Fall 2020. The Academic Continuity for Teaching plan was developed to provide enhanced training and support for new online technologies and non-traditional modes of delivery of instruction. Below is a brief highlight of training options that will be available to prepare faculty at various levels of technical instruction experience:

1. Repository of On-demand Videos.
2. Essentials in Digital Instruction Canvas Course.
    a. Basic Canvas Modules (1-2 hours to complete the course):
        i. Academic Continuity Template
        ii. Accessibility—short videos
        iii. Tech Tools—short videos
        iv. Online Pedagogy
3. Designing a Quality Online Course—self-paced/open enrollment.

In preparation for the fall semester, the Center for Global Online Learning and Development will:

- Host discipline-based assessment meetings to determine online proctoring needs.
- Attend department chair/faculty listening sessions to assess discipline-specific training needs.
- Develop the schedule of targeted webinars.
- Develop a best practices guide for blended synchronous instruction (e.g., using a webcam in the classroom and ADA compliance in the social distancing classroom setting).
- Showcase faculty best practices.

COURSE SCHEDULING

Deans will work with the department chairs, who will then work with faculty to determine course schedules and formats and provide them to the Provost for review.

After approval from the Provost, the Registrar will provide a template to deans for course meeting times and/or location changes. The faculty and department chairs will review the final list of changes and provide them to deans, who will then provide a finalized list to the Registrar in the form of a spreadsheet. The Registrar will update the course components as necessary.

The Registrar will update the course meeting times and/or locations as needed to accommodate traffic flow, staggered class start times and room capacity.

Students will be notified of course changes via email by July 1, 2020.

ACADEMIC CALENDAR

The Fall 2020 semester is currently scheduled for 8/24/2020 – 12/12/2020, with final exams scheduled for 12/7/2020 – 12/12/2020 and three scheduled holidays:

Labor Day	Veterans Day	Thanksgiving
9/7/2020	11/11/2020	11/26/2020 – 11/27/2020

After the Thanksgiving holiday, all courses will shift to remote instruction through the rest of the semester.

Compliance

UWF is focused on creating a healthier and safer environment for all members of the campus community, including students, employees and visitors. The University established compliance guidelines that address social distancing and wearing face coverings among other safety measures. The health and safety on its campus is a shared responsibility for all involved.

STUDENT COMPLIANCE

UWF will utilize a shared responsibility and accountability model that establishes and implements procedures to check that students comply with safety measures, pre-screening and training.

Pre-Screening: All students visiting campus are required to take the Daily COVID-19 Return to Campus Pre-screening every day before coming to a University location or leaving their residence hall room.

Training: All students returning to campus are required to participate in the mandatory COVID-19 Student Training before the first day of the semester.

Students are to maintain social distancing at all times while on campus. Specifically, they should:

- Stay six feet (about two arms' length) from other people.
- Avoid gathering in groups.
- Stay out of crowded places.
- Avoid mass gatherings.

A disposable or cloth face covering will be required everywhere on campus and other UWF locations except when separated by six feet from others or in an outdoor area separated by at least six feet from others. If a student is not using a disposable or cloth face covering, the student will be asked to put one on or leave the area to help maintain the health of UWF employees and students.

If a student is feeling sick, they should stay home. The student should consult their health care provider, if necessary. Students can also contact Case Management

Services in the Dean of Students Office at casemanagement@uwf.edu if they need assistance in navigating class absences and or other challenges due to being sick.

Failure to comply with the safety measures, including requests to wear face coverings and social distancing, may result in accountability measures and student conduct and/or disciplinary repercussions for students.

- Students who do not comply will be asked to leave campus immediately and referred to the Dean of Students Office for consolation and follow up. This may result in potential charges under the provisions outlined in the UWF Student Code of Conduct.
- Students are responsible for knowing and observing University regulations and policies as dictated in official University publications including, but not limited to, the UWF Housing Handbook (which is incorporated herein by reference) and the UWF Student Code of Conduct.
    - The University reserves the right to add other regulations and policies as necessary. The Student agrees to abide by all additional regulations and policies that are adopted. Violations may result in sanctions up to and including removal from University Housing and expulsion from the University. A Student removed from University Housing for violations of University regulations and policies will be held to the full financial terms of this Contract.
- Any disorderly or disruptive non-compliance will be reported to the appropriate authorities, if necessary.

If a student comes to campus knowingly infected with COVID-19 or if a resident student refuses to maintain isolation, they will be referred to the Dean of Students for disciplinary action under the provisions outlined in the UWF Student Code of Conduct.

Faculty will not be responsible for ensuring that all students practice social distancing while in class. It is each individual student's responsibility.

EMPLOYEE COMPLIANCE

Pre-Screening

Employees are not authorized to return to their work location until the employee completes the **Daily COVID-19 Return to Campus Pre-screening** each day. If an employee does not complete the daily pre-screening survey for any reason and is required to return to their work location for work, the supervisor or department head shall immediately instruct the employee to complete the pre-screening survey. If an employee returns to their work location for work without first completing the pre-screening survey, the employee will be at their work location without authorization. If an employee refuses for any reason to complete the Daily COVID-19 Return to Campus Pre-screening survey each day before returning to their work location, the employee shall be placed on administrative leave without pay until the pre-screening survey is completed. Any employee who returns to their work location without first completing the pre-screening survey or who refuses to complete the pre-screening survey may also be subject to disciplinary action including, but not limited to, dismissal. Disciplinary action for employees covered by a collective bargaining agreement will be governed in accordance with the respective terms of the collective bargaining agreement governing their conduct.

Mandatory Training

Employees are not authorized to return to their work location for work unless or until they complete the **COVID-19 Employee Training**. If an employee does not complete the COVID-19 Employee Training and returns to their work location, the supervisor or department head shall immediately instruct the employee to complete the COVID-19 Employee Training as soon as possible. If an employee returns to campus without first completing the COVID-19 Employee Training or otherwise refuses to complete the COVID-19 Employee Training, then the employee will be at their work location without authorization. If the employee refuses to complete the COVID-19 Employee Training or fails to complete the training as soon as possible, then the employee shall be placed on administrative leave without pay until the training is completed. If an employee returns to their work location before completing the COVID-19 Employee Training, the employee shall be subject to disciplinary action, up to and including dismissal. Disciplinary action for employees covered by a collective bargaining agreement will be governed in accordance with the respective terms of the collective bargaining agreement governing their conduct.

Employee Responsibility for Working Safely

The University is supplying each employee as they return to work with one reusable face covering, a bottle of hand sanitizer and a bottle of sanitizing wipes.

A disposable or cloth face covering will be required everywhere on campus and other UWF locations except when in a private office, a work area separated by six feet from others or in an outdoor area separated by at least six feet from others. If a person is not using a disposable or cloth face covering, the person will be asked to put one on or leave the area to help maintain the health of UWF employees and students. While face coverings may provide the wearer with some protection, their primary purpose is to decrease the risk of spreading viruses and other respiratory diseases by protecting people exposed to the wearer, as the wearer may not be showing outward signs of infection.

Employees are to maintain social distancing at all times while conducting business at their work locations. Specifically, they should:

- Stay six feet (about two arms' length) from other people.
- Avoid gathering in groups.
- Stay out of crowded places.
- Avoid mass gatherings.

Washing hands aids in keeping employees healthy and preventing the spread of COVID-19 to coworkers. All employees must adhere to the following CDC recommendations for washing hands:

- Wash hands often with soap and water for at least 20 seconds especially after they have been in a public place, or after blowing their nose, coughing or sneezing.
- If soap and water are not readily available, they are to use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of their hands and rub them until they feel dry.
- Avoid touching their eyes, nose and mouth with unwashed hands.

If an employee is feeling sick, they must stay home until better. The employee should consult their health care provider if necessary.

Employees should stay home and immediately contact their supervisor and Human Resources at **hr@uwf.edu** if they answer "Yes" to any of the questions below:

- Do you have any signs of respiratory infection—cough, shortness of breath?
- Do you have any signs of illness—fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, the new loss of taste or smell?
- Have you had any contact with any person(s) known to be infected with COVID-19 within the past 14 days that you have not reported to your supervisor or Human Resources?
- Have you been tested due to symptoms of COVID-19 or tested positive for COVID-19 and NOT reported to your supervisor or Human Resources?
- Have you traveled outside the United States in the past 14 days?

If an employee does not comply with a directive for wearing an appropriate face covering in their work area, does not follow social distancing requirements or otherwise does not comply with work safety requirements, the supervisor will direct the person to leave the work location immediately and contact Human Resources for consultation. If the employee refuses to leave the work area, the supervisor will contact the UWF Police Department to escort the employee from the work location. The employee's behavior may be considered disruptive under the UWF HR-22.00-2004/07 Standards of Conduct policy.

When an employee exhibits signs of illness at work, they will be sent home by the supervisor. If the employee does not comply with the directive to leave the work location, the supervisor should contact Human Resources for consultation. If the employee refuses to leave the work area, the supervisor should contact the Police Department to escort the employee from the work location. An employee who fails to comply with the working safety requirements is subject to counseling or disciplinary action, up to and including dismissal. Disciplinary action for employees covered by a collective bargaining agreement will be governed in accordance with the respective terms of the collective bargaining agreement governing their conduct.

Faculty

Faculty are encouraged to include a statement regarding health, wellness and prevention safety measures in their syllabi.

VENDOR, VISITOR AND VOLUNTEER COMPLIANCE

All vendors, visitors, and volunteers at UWF will be required to abide by University guidelines and protocols that promote a safer and healthier campus. Vendors, visitors and volunteers on campus who refuse to adhere to University health and safety policies will be asked to leave the premises immediately.

Appendix A

HEALTH, WELLNESS AND PREVENTION RESOURCES

The below health, wellness and prevention resources are available for individual departments and units to purchase or print, as needed.

Floor Decals

Floor decals can be used to mark where to stand or which direction to travel to ensure six feet of social distancing is maintained in high traffic areas.

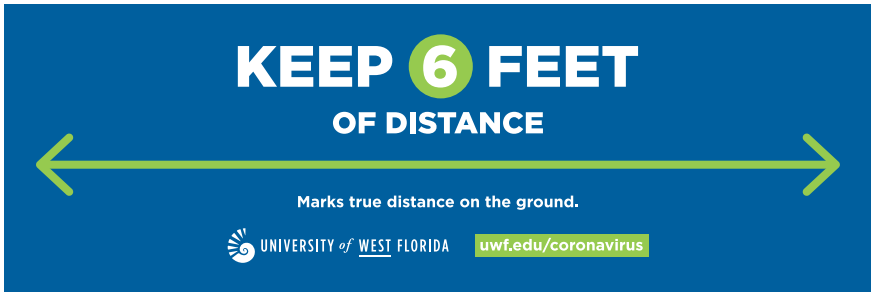
"Stand Here" Circles [12"]



Directional Arrows [6" x 12"]



"Keep 6 Feet" [6' x 2']



Posters

Informational posters are available for the campus to download with files prepared for professional or in-house printing.

Wash Your Hands



Prevent the Spread



When to Wear Covering



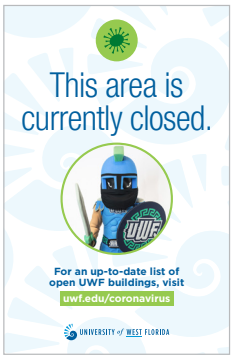
Face Coverings



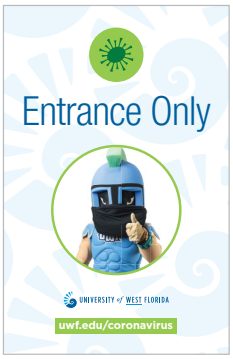
Building Closed



Area Closed



Entrance Only



Exit Only



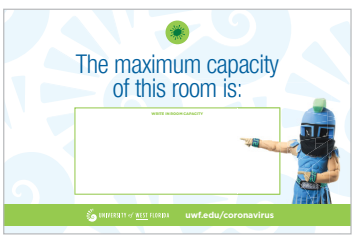
6 FT Apart—Argodillo



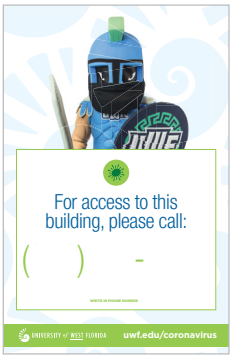
6 FT Apart—Argie



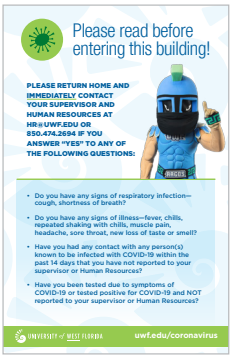
Maximum Capacity



Building Access



Read Before Entering



Stay Informed



Informed Argo



2-Up Desk and Chair Sign



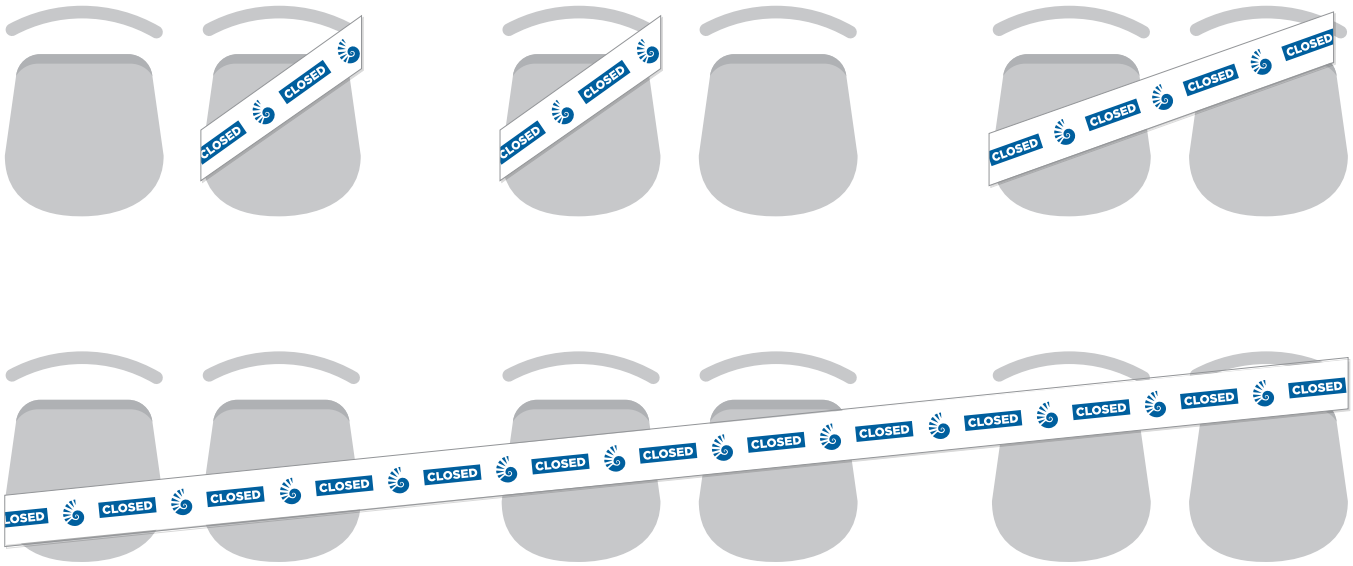
Appendix B

CLOSURE BARRICADE TAPE

This non-adhesive, barricade tape will be used to close off desks, furniture and equipment to ensure six feet of social distancing is maintained.



Example of Barricade Tape in Use

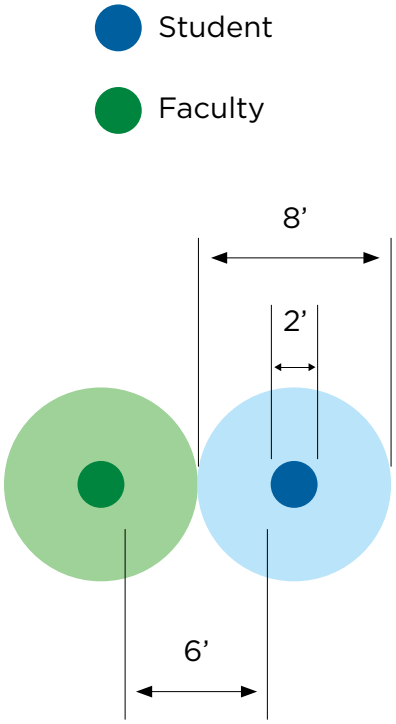


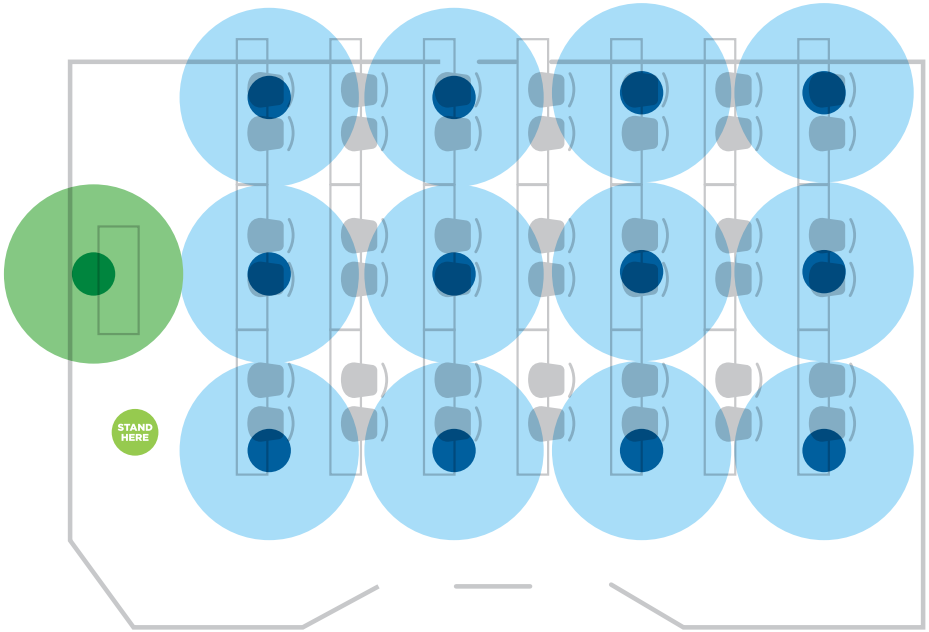
Appendix C

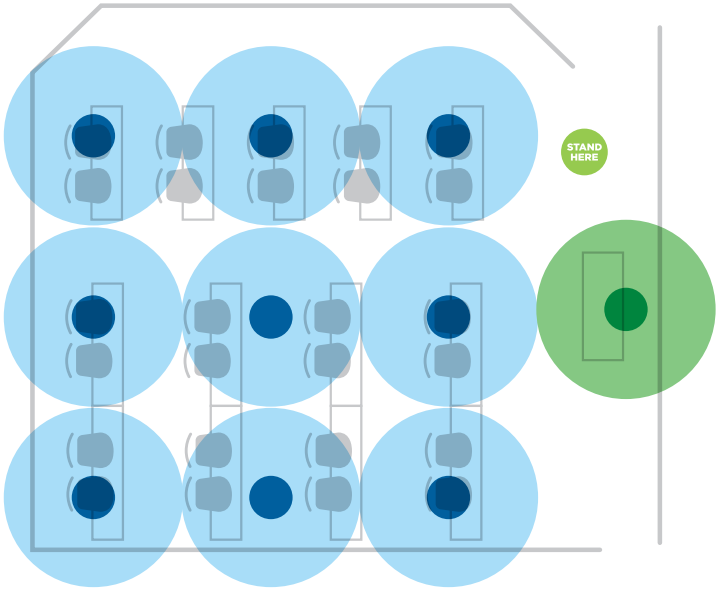
CLASSROOM CAPACITY

The UWF Classroom Review Board has updated the maximum room capacity based on the square footage of classroom spaces, with an allowance of 36 square feet per person based on the current CDC guidelines.

Example Classroom Alterations







BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18246 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: 5:31 p.m. Public Hearing to Adopt an Ordinance Creating Volume 1, Chapter 94, Article 1, Section 94-9 Relating to Motorized Scooters
From: MATTHEW SHAUD, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance regulating the operation of micromobility devices and motorized scooters on Pensacola Beach.

BACKGROUND:
Recent changes to the Florida Uniform Traffic Control Law allow Counties to enact Ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and other mobility devices on sidewalks or sidewalk areas, so long as certain requirements are met. The Santa Rosa Island Authority requested the Board of County Commissioners enact an Ordinance governing the use and operation of micromobility devices and motorized scooters on Pensacola Beach. County Attorney staff drafted this Ordinance, which regulates the operation of such devices on Pensacola Beach. This Ordinance was presented, discussed, and approved during Santa Rosa Island Authority Committee and Board meetings in May and June 2020. Subsection 2.(6)c. regarding geofencing was added after the Santa Rosa Island Authority approved the proposed Ordinance.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Matthew R. Shaud, Assistant County Attorney, and was advertised in the Pensacola News Journal on Saturday, July 25, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal to ensure the health, safety, and welfare of the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Attorney's Office will work with the Clerk of the Circuit Court's Office to ensure the Ordinance is filed with the State.

Attachments

Ordinance - Draft
Ordinance - Final

ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 94, ARTICLE I, SECTION 94-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Uniform Traffic Control Law allows counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law, so long as such vehicles or devices are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a)*, *Florida Statutes*; and

WHEREAS, Section 316.008, Florida Statutes, with respect to streets and highways, allows counties to regulate or prohibit stopping, standing, or parking, restrict the use of streets, and regulate or prohibit the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic; and

WHEREAS, the Santa Rosa Island Authority was created by special act to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests; and

WHEREAS, the Santa Rosa Island Authority has asked the Board of County Commissioners to enact an ordinance relative to micromobility devices; and

WHEREAS, the Santa Rosa Island Authority strives to keep the County rights-of-way compliant with the Americans with Disabilities Act (ADA), and other federal and state

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regulations, and is committed to keeping Pensacola Beach accessible for the mobility-challenged; and

WHEREAS, dockless shared micromobility devices and motorized scooters left unattended and parked, leaned on walls, or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the Santa Rosa Island Authority has a significant interest in ensuring public safety and order in promoting the free flow of pedestrian traffic on streets, sidewalks, and sidewalk areas.

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

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

Section 2. Creation. Chapter 94, Article 1, Section 94-9 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 94-9. Pensacola Beach Micromobility Device and Motorized Scooter Ordinance.

(1) Title. This section shall be known as "The Pensacola Beach Micromobility Device and Motorized Scooter Ordinance," and may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. The purpose of this Section is to permit and regulate Dockless Shared Micromobility Devices and Motorized Scooters on Pensacola Beach.

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b. The provisions of this Section shall apply to commercial Dockless Shared Micromobility Devices and private Micromobility Devices and Motorized Scooters on Pensacola Beach.

c. For the purpose of this Section 94-9, all Commercial Master Lessees and sublessees of any Commercial Master Lessees operating a business for the sale or rental of Micromobility Devices and Motorized Scooters on Santa Rosa Island and any owner of Micromobility Devices and Motorized Scooters operating Micromobility Devices and Motorized Scooters on Santa Rosa Island for commercial use or private use shall be liable for complying with the provisions of this Section.

(3) Definitions. For the purpose of this Section, the following words and phrases, when used in this Section, shall have the meanings respectively ascribed to them in this subsection. The definitions in Chapter 316, Florida Statutes, as amended, apply to this Section and are hereby incorporated by reference.

a. *Commercial Master Lessee* means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, who has a lease directly with the SRIA for the possession and use of realty and the improvements thereto used for nonresidential, commercial, governmental, or industrial purposes, and either for itself or through a sublessee of the Commercial Master Lessee owns, operates, redistributes, or rebalances Dockless Shared Micromobility Devices (DSMDs), or operates a Dockless Shared Micromobility Device (DSMD) System on or within Pensacola Beach.

b. *Commercial Core Area of Pensacola Beach* means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point

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on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine

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Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



c. *Customer* means a person who uses a Dockless Shared Micromobility Device (DSMD).

d. *Dockless Shared Micromobility Device* (hereinafter "DSMD") means a Micromobility Device or Motorized Scooter made available for shared use or rent to individuals on a short-term basis for a price or fee.

e. *Dockless Shared Micromobility Device (DSMD) System* means a system generally, in which Dockless Shared Micromobility Devices (DSMDs) are made available for shared use or rent to individuals on a short-term basis for a price or fee.

f. *Geofencing* means the use of GPS (Global Positioning System) or RFID (Radio-Frequency Identification) technology to create a virtual geographic boundary, enabling software to trigger a response when a DSMD enters or leaves a particular geographic area.

g. *Micromobility Device* shall have the same meaning as ascribed in Section 316.003, Florida Statutes, as amended. Micromobility Device is further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

h. *Motorized Scooter* means any vehicle or Micromobility Device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

i. *Pedestrian* means any person utilizing Sidewalks, Sidewalk Areas, or Rights-of-way on foot, and shall include people using wheelchairs or other ADA-compliant devices.

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j. *Rebalancing* means the process by which DSMDs are redistributed geographically to ensure their availability throughout a service area and to prevent excessive buildup of DSMDs in a particular geographic area.

k. *Relocate or Relocating* means the process by which DSMDs are relocated and secured at locations or distribution points approved by the SRIA.

l. *Residential Leasehold* means an improved leasehold under a direct lease with the SRIA which is used as a dwelling.

m. *Right(s)-of-way* means the surface and space above and below any real property in which the County has an interest in law or equity, devoted to, associated with, or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks.

n. *Santa Rosa Island Authority (SRIA)* means that board created and appointed by the county commissioners of Escambia County to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests, pursuant to Chapter 24500, Laws of Florida, Special Acts 1947, as amended.

o. *Service Area* means the geographical area approved by the SRIA on or within Pensacola Beach where a Commercial Master Lessee or sublessee of a Commercial Master Lessee or their respective Customers are authorized to operate a DSMD.

p. *Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

q. *Sidewalk Area(s)* include trail in the area of a sidewalk, as well as the sidewalk, and may be a median strip or a strip of vegetation, grass, bushes, trees, street

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furniture, or a combination of these between the curb line of the roadway and the adjacent property.

(4) Prohibition.

a. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter in the Commercial Core Area of Pensacola Beach.

b. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter on any street or roadway which has a posted speed limit greater than 25 miles per hour.

(5) Dockless Shared Micromobility Devices (DSMDs) and Motorized Scooters on Pensacola Beach Public Rights-of-Way Outside of Prohibited Area; Criteria.

a. DSMDs shall not be operated on Pensacola Beach unless a Commercial Master Lessee has received SRIA approval and has entered into a fully executed lease amendment for the operation of DSMDs on Pensacola Beach, or a sublessee has received SRIA approval and has entered into a fully executed sublease with a Commercial Master Lessee.

b. DSMDs are not available for shared use or rent from a Residential Leasehold on Pensacola Beach.

c. If two or more DSMDs from a Commercial Master Lessee are found at a distance of three (3) feet or less from one another on or within Pensacola Beach, it will be presumed that such DSMDs have been deployed by that Commercial Master Lessee, and it will be presumed that the Commercial Master Lessee is in violation of this Section, and the DSMDs are subject to impoundment per subsection 2.(8) herein.

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d. To operate DSMDs on Pensacola Beach, a Commercial Master Lessee shall submit an application for such operation with the SRIA using such forms approved by the SRIA, along with a fee of $500.00, which shall be used to assist with offsetting costs to the SRIA related to any administration and enforcement of this Section, as well as a fee in the amount of $100.00 per DSMD proposed to be deployed. Such fees will be refunded if the prospective Commercial Master Lessee or the sublessee of a Commercial Master Lessee is not approved to operate DSMDs. If the SRIA authorizes fewer DSMDs to be deployed than the number proposed, the SRIA shall refund the fees for each DSMD not authorized for deployment.

e. The SRIA approval of a Commercial Master Lessee to operate DSMDs shall include: (i) determination of the terms and conditions of such operation by Commercial Master Lessee, including but not limited to percentage lease fees; and (ii) determination of the total number of DSMDs which may operate on Pensacola Beach.

f. The total number of DSMDs shall be distributed among Commercial Master Lessees approved to operate DSMDs as determined by the SRIA. DSMDs that are impounded shall count towards the maximum permitted DSMDs authorized on or within Pensacola Beach.

g. To the extent allowed by law, the SRIA may from time to time adopt further regulations and policies pertaining to DSMDs which may be necessary to implement this Section and facilitate the safe operation of such devices on Pensacola Beach.

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(6) Operation of a Dockless Shared Micromobility Device (DSMD) System; Commercial Master Lessee's Responsibilities and Obligations; Dockless Micromobility Device Specifications.

a. The Commercial Master Lessee or sublessee of a Commercial Master Lessee of a DSMD System is responsible for maintenance of each DSMD.

b. The DSMD shall be restricted to a maximum speed of 15 miles per hour on or within authorized geographic areas of operation on Pensacola Beach.

c. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall establish and enforce a geofence perimeter around the Commercial Core Area and other prohibited areas, such that its DSMDs are not capable of being operated within the Commercial Core Area or any other prohibited area. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall also include language in an amendment to the master lease or in the sublease that requires creation and enforcement of such geofence perimeters.

d. Each DSMD shall predominantly display the Commercial Master Lessee's or sublessee's name and contact information, which may be satisfied by printing the Commercial Master Lessee's or sublessee's Uniform Resource Locator (URL) or providing a code to download the Commercial Master Lessee's or sublessee's mobile application, if any.

e. Commercial Master Lessees or sublessees of a Commercial Master Lessees must comply with all applicable local, state, and federal regulations and laws.

f. As part of the application submitted to the SRIA, Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide to the SRIA an

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emergency preparedness plan acceptable to the SRIA that details where the DSMDs will be located and the amount of time it will take to secure all DSMDs once a tropical storm or hurricane watch or warning has been issued by the National Weather Service for Pensacola Beach, or once the SRIA or Escambia County has declared any other safety emergency declared by the Board of County Commissioners or the County Administrator.

g. Commercial Master Lessees or sublessees of a Commercial Master Lessee must obtain approval from SRIA, or its designee, regarding when, and where, it is safe to redistribute the DSMDs on or within Pensacola Beach when there is no longer a declared emergency as referenced in subsection 2.(6)e. herein.

h. DSMDs that are inoperable or damaged, improperly parked, blocking ADA accessibility, or do not comply with this Section must be removed by the Commercial Master Lessees or sublessee of a Commercial Master Lessee within one (1) hour upon receipt of a complaint.

    1. An inoperable or damaged DSMD is one that has non-functioning features or is missing components.
    2. A DSMD that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fees, or penalties per subsections 2.(8) and 2.(10) herein.

i. Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide details on how Customers can utilize the DSMD without a smartphone.

j. Commercial Master Lessees or sublessees of a Commercial Master Lessee must Rebalance the DSMDs daily, unless otherwise agreed in writing with the SRIA.

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k. The Commercial Master Lessees', or their respective sublessees', or their respective designees' mobile application and website must inform Customers how to safely and legally ride a DSMD.

l. The Commercial Master Lessees', or their respective sublessees', or their respective designees' mobile application must clearly direct Customers to customer support mechanisms, including but not limited to phone numbers or websites. Commercial Master Lessees, or their respective sublessees, or their respective designees must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

m. Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide a direct customer service or operations staff contact to SRIA staff.

n. All DSMDs shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

o. All DSMDs shall be equipped with GPS, cell phone, or a comparable technology for the purpose of tracking.

p. All DSMDs must include a kickstand capable of keeping the unit upright when not in use.

q. The only signage allowed on a DSMD is that which identifies the Commercial Master Lessees or sublessees of a Commercial Master Lessee. Third-party advertising is not allowed on any DSMD.

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r. DSMDs shall be parked in the same areas authorized for bicycles within the Service Area.

(7) Operation and Parking of Dockless Shared Micromobility Devices (DSMDs) and Motorized Scooters.

a. The riding and operating of DSMDs is permissible upon all Sidewalks, Sidewalk Areas, and other areas a bicycle may legally travel, located on or within Pensacola Beach limits, except the areas listed below:

1. DSMDs and Motorized Scooters are prohibited from operating or parking, at all times, on Streets, Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way within the Commercial Core Area of Pensacola Beach.
2. Micromobility Devices and Motorized Scooters are prohibited from operating or parking, at all times, on any street or roadway, which has a posted speed limit greater than 25 miles per hour, or on any Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way adjacent to any street or roadway, which has a posted speed limit greater than 25 miles per hour.

b. A Customer of a DSMD or Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, as amended.

c. DSMDs and Motorized Scooters shall be restricted to a maximum speed of 15 miles per hour.

d. A Customer operating a DSMD upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances, and shall yield the right-

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of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

e. A Customer operating a DSMD must comply with all applicable local, state, and federal laws.

f. Use of public sidewalks for parking DSMDs or Motorized Scooters shall not:

1. Adversely affect the use of streets or sidewalks;
2. Inhibit pedestrian movement;
3. Inhibit the ingress and egress of vehicles parked on-street or off-street;
4. Create conditions which are a threat to public safety or security;
5. Prevent a minimum four (4) foot pedestrian clear path;
6. Impede access to existing docking stations, if applicable;
7. Impede loading zones, handicap accessible parking zones, or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, or be within 15 feet of a fire hydrant; or
8. Violate Americans with Disabilities Act (ADA) accessibility requirements.

g. To the extent Escambia County, the Escambia County Sheriff, and/or the SRIA collect sufficient data, any such party may, but is not required to, request the Board of County Commissioners amend this Section so as to provide for the safety of citizens and visitors. Such data may include, but is not limited to:

1. Number and type of traffic and pedestrian accidents involving DSMDs;
2. Number and type of injuries sustained by riders and non-riders of DSMDs;

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3. Number and type of criminal complaints issued (e.g., private property damage or trespass upon private property) involving DSMDs;
4. Number and type of traffic stops made involving DSMDs; and
5. Total amount of resources used to regulate DSMDs and enforce this Section.

(8) Impoundment, Removal, or Relocating.

a. Any Shared Micromobility Device that is inoperable or damaged, improperly parked, blocking ADA accessibility, does not comply with this Section, or is left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way, and parks, may be impounded, removed, or relocated by Escambia County staff, persons under contract with Escambia County, any law enforcement officer, or lifeguard.
    1. Unattended or abandoned DSMDs in violation of this Section are a public nuisance.
    2. A DSMD is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly, or in another location or device intended for the purpose of securing such device.
b. Any DSMD that is displayed, offered, or made available for rent on or within Pensacola Beach by any person or entity, including but not limited to Commercial Master Lessees or sublessees of a Commercial Master Lessee, without approval by the SRIA is subject to impoundment or Removal, and will be subject to applicable impoundment fees or removal fines as specified in this Section.

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c. Escambia County staff, persons under contract with Escambia County, any law enforcement officer, or lifeguard may, but are not obligated to, remove or relocate any DSMD that is in violation of this Section.

1. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall pay to the agency responsible for impounding or removing a DSMD, a $100.00 fee per device that is removed or relocated, in order to retrieve the impounded or removed DSMD, in additional to any other costs, expenses, and/or towing fees incurred pursuant to this Section.

d. Impoundment shall occur in accordance with Section 713.78, Florida Statutes, as amended. The Commercial Master Lessee or sublessee of a Commercial Master Lessee shall be solely responsible for all expenses, towing fees, and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Commercial Master Lessee or sublessee of a Commercial Master Lessee of a Micromobility Device impounded under this Section will be subject to all liens and terms described under Section 713.78, in addition to payment of all applicable penalties, costs, fines, or fees that are due in accordance with this Section and applicable local, state, and federal law.

(9) High Impact Event on Santa Rosa Island.

a. *High impact event* means an event or gathering on beach property in Escambia County or on Santa Rosa Island or Pensacola Beach during which one (1) or more of the following occur:

1. An event, activity, or period of time that generates a significant spike in social media conversations, increasing audience impressions, and attention

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to the County, Santa Rosa Island, or Pensacola Beach, which is expected to generate attendance by more than five thousand (5,000) people for an area of beach property;

2. An event is held pursuant to a special permit which is expected to result in attendance by more than twenty-five thousand (25,000) people on beach property;
3. A maintenance of traffic plan would be required, or is required (e.g., including, but not limited to, street closures, lane closures, shuttle service) based upon the high impact event or pursuant to a special event permit;
4. Hotel occupancy levels are anticipated to be greater than eighty-five (85) percent on Santa Rosa Island or Pensacola Beach; or
5. Law enforcement mutual aid or other assistance from outside law enforcement agencies is required to provide for the safety and well-being of residents and visitors to the beach property.

b. Whenever the County Administrator, or his or her designee, determines that a high impact event on beach property will occur, or is in progress, he or she may prohibit or limit the use of DSMDs, Motorized Scooters, and/or the DSMD Systems on or within Pensacola Beach.

c. In the event the County Administrator, or his or her designee, prohibits or limits use of DSMDs, Motorized Scooters, and/or the DSMD System during a high impact event, notice of such action and duration shall be filed with the Clerk of Court and delivered to all appropriate news and social media for publication and to local radio and television stations for broadcast. If practicable, signs may be posted in the

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impacted area(s) advising of the prohibition or limitation during the duration of such action by Escambia County.

d. Any refusal to comply with the action(s) taken during a high impact event shall be prosecuted in the same manner as misdemeanors are prosecuted and shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

(10) Enforcement, Fees, Fines, and Penalties.

a. Violations of this Section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

b. The SRIA reserves the right to suspend any prior Commercial Master Lessee's or sublessee of a Commercial Master Lessee's approval, if there is a violation of this Section, public health, safety or general welfare, or for other good and sufficient cause as determined by the SRIA in its sole discretion, in addition to any other remedies available to the SRIA, including but not limited to lease termination for a default under the master lease between the SRIA and the Commercial Master Lessee.

c. Violations of Operating a DSMD System without SRIA approval shall be fined $250.00 per day for an initial offense, and $500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Commercial Master Lessee

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or sublessee of a Commercial Master Lessee. Each day of non-compliance shall constitute a separate offense.

d. The following fees, costs, and fines shall apply to Commercial Master Lessees or sublessees of a Commercial Master Lessee:

Commercial Master Lessee or sublessee of a Commercial Master Lessee Fee	$500.00; non-refundable
One time per unit fee	$100.00 per unit; non-refundable
Removal or Relocation	$100.00 per device
Operating without SRIA approval	$250.00 per day; $500.00 per day for repeat offense

e. At the discretion of the SRIA Executive Director, a Commercial Master Lessee or sublessee of a Commercial Master Lessee is subject to a fleet size reduction or operation approval revocation should the following occur:

1. If the violations of the regulations set forth in this Section are not addressed by the Commercial Master Lessee or its sublessee in a timely manner as defined under the master lease, as amended, between the SRIA and the Commercial Master Lessee; or
2. Fifteen (15) unaddressed violations of the regulations set forth in this Section within a 30-day period; or
3. Submission of inaccurate or fraudulent data by the Commercial Master Lessee or sublessee of a Commercial Master Lessee.

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f. In the event of fines being assessed as specified herein or operation approval revocation, the SRIA or County shall provide written notice of the fines or revocation via certified mail informing the Commercial Master Lessee or sublessee of a Commercial Master Lessee of the violations, fines, or revocation.

(11) Data Sharing.

a. All permitted Commercial Master Lessees or sublessees of a Commercial Master Lessee shall provide the County Administrator, or his or her designee, with the following data on a monthly basis in PDF format:

1. Number of DSMDs in circulation;
2. Number of daily, weekly, and monthly Customers;
3. Total number of miles traveled by Customers (daily, weekly, monthly, quarterly, and annually);
4. Average amount of time each DSMD is available (not in use);
5. Number of rides per Customer per day;
6. Number of rides per DSMD per day;
7. Duration of rides per Customer per day;
8. Average duration of Customer per day of the week;
9. Monthly summary of DSMD distribution and GPS-based natural movement in heat map format;
10. Summary of fleet numbers of DSMDs lost to theft and/or vandalism;
11. Summary of Customer comments and complaints, resolution to, and time required to resolve each complaint;
12. Summary of repairs per DSMD per month.

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b. Such data shall be provided to the County Administrator, or his or her designee, within the first five (5) business days of each month. Failure to comply will result in a suspension of a Commercial Master Lessee's or sublessee of a Commercial Master Lessee's approval to operate DSMDs.

(12) Indemnification and Insurance.

a. As a condition of Commercial Master Lessee or sublessee of a Commercial Master Lessee approval by the SRIA, the Commercial Master Lessee or sublessee of a Commercial Master Lessee agrees to indemnify, hold harmless, and defend the SRIA and the County, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility claims and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of the use of right-of-way or county-owned property for DSMD operations, or arising from any negligent act, omission, or error of the Commercial Master Lessee or sublessee of a Commercial Master Lessee, its agents or employees, or from failure of the Commercial Master Lessee or sublessee of a Commercial Master Lessee, its agents, or employees, to comply with each and every requirement of this Ordinance, or with any other federal, state, or local traffic law or any combination of the same.

b. Prior to commencing DSMD operation on Pensacola Beach, the Commercial Master Lessee or sublessee of a Commercial Master Lessee shall provide and maintain such liability insurance, property damage insurance, and any other specified coverages in amounts and types as determined by the SRIA, necessary

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to protect the SRIA and the County, its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of DSMD operation.

c. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall include language in an amendment to the master lease or in the sublease that requires, to the fullest extent permitted by law, the Customer to fully release, indemnify, and hold harmless the SRIA and the County.

d. The Commercial Master Lessee or sublessee of a Commercial Master Lessee shall provide proof of all required insurance prior to receiving SRIA approval to operate DSMDs.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and the sections, subsections and other provisions of this ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

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Section 6. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

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ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 94, ARTICLE I, SECTION 94-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Uniform Traffic Control Law allows counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law, so long as such vehicles or devices are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a)*, *Florida Statutes*; and

WHEREAS, Section 316.008, Florida Statutes, with respect to streets and highways, allows counties to regulate or prohibit stopping, standing, or parking, restrict the use of streets, and regulate or prohibit the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic; and

WHEREAS, the Santa Rosa Island Authority was created by special act to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests; and

WHEREAS, the Santa Rosa Island Authority has asked the Board of County Commissioners to enact an ordinance relative to micromobility devices; and

WHEREAS, the Santa Rosa Island Authority strives to keep the County rights-of-way compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping Pensacola Beach accessible for the mobility-challenged; and

WHEREAS, dockless shared micromobility devices and motorized scooters left unattended and parked, leaned on walls, or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the Santa Rosa Island Authority has a significant interest in ensuring public safety and order in promoting the free flow of pedestrian traffic on streets, sidewalks, and sidewalk areas.

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

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

Section 2. Creation. Chapter 94, Article 1, Section 94-9 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 94-9. Pensacola Beach Micromobility Device and Motorized Scooter Ordinance.

(1) Title. This section shall be known as "The Pensacola Beach Micromobility Device and Motorized Scooter Ordinance," and may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. The purpose of this Section is to permit and regulate Dockless Shared Micromobility Devices and Motorized Scooters on Pensacola Beach.

b. The provisions of this Section shall apply to commercial Dockless Shared Micromobility Devices and private Micromobility Devices and Motorized Scooters on Pensacola Beach.

c. For the purpose of this Section 94-9, all Commercial Master Lessees and sublessees of any Commercial Master Lessees operating a business for the sale or rental of Micromobility Devices and Motorized Scooters on Santa Rosa Island and any owner of Micromobility Devices and Motorized Scooters operating Micromobility Devices and Motorized Scooters on Santa Rosa Island for commercial use or private use shall be liable for complying with the provisions of this Section.

(3) Definitions. For the purpose of this Section, the following words and phrases, when used in this Section, shall have the meanings respectively ascribed to them in this subsection. The definitions in Chapter 316, Florida Statutes, as amended, apply to this Section and are hereby incorporated by reference.

a. *Commercial Master Lessee* means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, who has a lease directly with the SRIA for the possession and use of realty and the improvements thereto used for nonresidential, commercial, governmental, or industrial purposes, and either for itself or through a sublessee of the Commercial Master Lessee owns, operates,

redistributes, or rebalances Dockless Shared Micromobility Devices (DSMDs), or operates a Dockless Shared Micromobility Device (DSMD) System on or within Pensacola Beach.

b. *Commercial Core Area of Pensacola Beach* means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the

Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



c. *Customer* means a person who uses a Dockless Shared Micromobility Device (DSMD).

d. *Dockless Shared Micromobility Device* (hereinafter "DSMD") means a Micromobility Device or Motorized Scooter made available for shared use or rent to individuals on a short-term basis for a price or fee.

e. *Dockless Shared Micromobility Device (DSMD) System* means a system generally, in which Dockless Shared Micromobility Devices (DSMDs) are made available for shared use or rent to individuals on a short-term basis for a price or fee.

f. *Geofencing* means the use of GPS (Global Positioning System) or RFID (Radio-Frequency Identification) technology to create a virtual geographic

boundary, enabling software to trigger a response when a DSMD enters or leaves a particular geographic area.

g. *Micromobility Device* shall have the same meaning as ascribed in Section 316.003, Florida Statutes, as amended. Micromobility Device is further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

h. *Motorized Scooter* means any vehicle or Micromobility Device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

i. *Pedestrian* means any person utilizing Sidewalks, Sidewalk Areas, or Rights-of-way on foot, and shall include people using wheelchairs or other ADA-compliant devices.

j. *Rebalancing* means the process by which DSMDs are redistributed geographically to ensure their availability throughout a service area and to prevent excessive buildup of DSMDs in a particular geographic area.

k. *Relocate or Relocating* means the process by which DSMDs are relocated and secured at locations or distribution points approved by the SRIA.

l. *Residential Leasehold* means an improved leasehold under a direct lease with the SRIA which is used as a dwelling.

m. *Right(s)-of-way* means the surface and space above and below any real property in which the County has an interest in law or equity, devoted to, associated with, or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks.

n. *Santa Rosa Island Authority (SRIA)* means that board created and appointed by the county commissioners of Escambia County to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests, pursuant to Chapter 24500, Laws of Florida, Special Acts 1947, as amended.

o. *Service Area* means the geographical area approved by the SRIA on or within Pensacola Beach where a Commercial Master Lessee or sublessee of a Commercial Master Lessee or their respective Customers are authorized to operate a DSMD.

p. *Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

q. *Sidewalk Area(s)* include trail in the area of a sidewalk, as well as the sidewalk, and may be a median strip or a strip of vegetation, grass, bushes, trees, street furniture, or a combination of these between the curb line of the roadway and the adjacent property.

(4) Prohibition.

a. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter in the Commercial Core Area of Pensacola Beach.

b. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter on any street or roadway which has a posted speed limit greater than 25 miles per hour.

(5) Dockless Shared Micromobility Devices (DSMDs) and Motorized Scooters on Pensacola Beach Public Rights-of-Way Outside of Prohibited Area; Criteria.

a. DSMDs shall not be operated on Pensacola Beach unless a Commercial Master Lessee has received SRIA approval and has entered into a fully executed lease amendment for the operation of DSMDs on Pensacola Beach, or a sublessee has received SRIA approval and has entered into a fully executed sublease with a Commercial Master Lessee.

b. DSMDs are not available for shared use or rent from a Residential Leasehold on Pensacola Beach.

c. If two or more DSMDs from a Commercial Master Lessee are found at a distance of three (3) feet or less from one another on or within Pensacola Beach, it will be presumed that such DSMDs have been deployed by that Commercial Master Lessee, and it will be presumed that the Commercial Master Lessee is in violation of this Section, and the DSMDs are subject to impoundment per subsection 2.(8) herein.

d. To operate DSMDs on Pensacola Beach, a Commercial Master Lessee shall submit an application for such operation with the SRIA using such forms approved by the SRIA, along with a fee of $500.00, which shall be used to assist with offsetting costs to the SRIA related to any administration and enforcement of this Section, as well as a fee in the amount of $100.00 per DSMD proposed to be deployed. Such fees will be refunded if the prospective Commercial Master Lessee or the sublessee of a Commercial Master Lessee is not approved to operate DSMDs. If the SRIA authorizes fewer DSMDs to be

deployed than the number proposed, the SRIA shall refund the fees for each DSMD not authorized for deployment.

e. The SRIA approval of a Commercial Master Lessee to operate DSMDs shall include: (i) determination of the terms and conditions of such operation by Commercial Master Lessee, including but not limited to percentage lease fees; and (ii) determination of the total number of DSMDs which may operate on Pensacola Beach.

f. The total number of DSMDs shall be distributed among Commercial Master Lessees approved to operate DSMDs as determined by the SRIA. DSMDs that are impounded shall count towards the maximum permitted DSMDs authorized on or within Pensacola Beach.

g. To the extent allowed by law, the SRIA may from time to time adopt further regulations and policies pertaining to DSMDs which may be necessary to implement this Section and facilitate the safe operation of such devices on Pensacola Beach.

(6) Operation of a Dockless Shared Micromobility Device (DSMD) System; Commercial Master Lessee's Responsibilities and Obligations; Dockless Micromobility Device Specifications.

a. The Commercial Master Lessee or sublessee of a Commercial Master Lessee of a DSMD System is responsible for maintenance of each DSMD.

b. The DSMD shall be restricted to a maximum speed of 15 miles per hour on or within authorized geographic areas of operation on Pensacola Beach.

c. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall establish and enforce a geofence perimeter around the Commercial Core Area and other prohibited areas, such that its DSMDs are not capable of being operated within the Commercial Core Area or any other prohibited area. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall also include language in an amendment to the master lease or in the sublease that requires creation and enforcement of such geofence perimeters.

d. Each DSMD shall predominantly display the Commercial Master Lessee's or sublessee's name and contact information, which may be satisfied by printing the Commercial Master Lessee's or sublessee's Uniform Resource Locator (URL) or providing a code to download the Commercial Master Lessee's or sublessee's mobile application, if any.

e. Commercial Master Lessees or sublessees of a Commercial Master Lessees must comply with all applicable local, state, and federal regulations and laws.

f. As part of the application submitted to the SRIA, Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide to the SRIA an emergency preparedness plan acceptable to the SRIA that details where the DSMDs will be located and the amount of time it will take to secure all DSMDs once a tropical storm or hurricane watch or warning has been issued by the National Weather Service for Pensacola Beach, or once the SRIA or Escambia County has declared any other safety emergency declared by the Board of County Commissioners or the County Administrator.

g. Commercial Master Lessees or sublessees of a Commercial Master Lessee must obtain approval from SRIA, or its designee, regarding when, and where, it is safe to redistribute the DSMDs on or within Pensacola Beach when there is no longer a declared emergency as referenced in subsection 2.(6)e. herein.

h. DSMDs that are inoperable or damaged, improperly parked, blocking ADA accessibility, or do not comply with this Section must be removed by the Commercial Master Lessees or sublessee of a Commercial Master Lessee within one (1) hour upon receipt of a complaint.

    1. An inoperable or damaged DSMD is one that has non-functioning features or is missing components.

    2. A DSMD that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fees, or penalties per subsections 2.(8) and 2.(10) herein.

i. Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide details on how Customers can utilize the DSMD without a smartphone.

j. Commercial Master Lessees or sublessees of a Commercial Master Lessee must Rebalance the DSMDs daily, unless otherwise agreed in writing with the SRIA.

k. The Commercial Master Lessees', or their respective sublessees', or their respective designees' mobile application and website must inform Customers how to safely and legally ride a DSMD.

l. The Commercial Master Lessees', or their respective sublessees', or their respective designees' mobile application must clearly direct Customers to customer support mechanisms, including but not limited to phone numbers or websites. Commercial Master Lessees, or their respective sublessees, or their respective designees must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

m. Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide a direct customer service or operations staff contact to SRIA staff.

n. All DSMDs shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

o. All DSMDs shall be equipped with GPS, cell phone, or a comparable technology for the purpose of tracking.

p. All DSMDs must include a kickstand capable of keeping the unit upright when not in use.

q. The only signage allowed on a DSMD is that which identifies the Commercial Master Lessees or sublessees of a Commercial Master Lessee. Third-party advertising is not allowed on any DSMD.

r. DSMDs shall be parked in the same areas authorized for bicycles within the Service Area.

(7) Operation and Parking of Dockless Shared Micromobility Devices (DSMDs) and Motorized Scooters.

a. The riding and operating of DSMDs is permissible upon all Sidewalks, Sidewalk Areas, and other areas a bicycle may legally travel, located on or within Pensacola Beach limits, except the areas listed below:

    1. DSMDs and Motorized Scooters are prohibited from operating or parking, at all times, on Streets, Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way within the Commercial Core Area of Pensacola Beach.

    2. Micromobility Devices and Motorized Scooters are prohibited from operating or parking, at all times, on any street or roadway, which has a posted speed limit greater than 25 miles per hour, or on any Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way adjacent to any street or roadway, which has a posted speed limit greater than 25 miles per hour.

b. A Customer of a DSMD or Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, as amended.

c. DSMDs and Motorized Scooters shall be restricted to a maximum speed of 15 miles per hour.

d. A Customer operating a DSMD upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances, and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

e. A Customer operating a DSMD must comply with all applicable local, state, and federal laws.

f. Use of public sidewalks for parking DSMDs or Motorized Scooters shall not:

    1. Adversely affect the use of streets or sidewalks;

    2. Inhibit pedestrian movement;

    3. Inhibit the ingress and egress of vehicles parked on-street or off-street;

    4. Create conditions which are a threat to public safety or security;

    5. Prevent a minimum four (4) foot pedestrian clear path;

    6. Impede access to existing docking stations, if applicable;

    7. Impede loading zones, handicap accessible parking zones, or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, or be within 15 feet of a fire hydrant; or

    8. Violate Americans with Disabilities Act (ADA) accessibility requirements.

g. To the extent Escambia County, the Escambia County Sheriff, and/or the SRIA collect sufficient data, any such party may, but is not required to, request the Board of County Commissioners amend this Section so as to provide for the safety of citizens and visitors. Such data may include, but is not limited to:

    1. Number and type of traffic and pedestrian accidents involving DSMDs;

    2. Number and type of injuries sustained by riders and non-riders of DSMDs;

    3. Number and type of criminal complaints issued (e.g., private property damage or trespass upon private property) involving DSMDs;

4. Number and type of traffic stops made involving DSMDs; and

5. Total amount of resources used to regulate DSMDs and enforce this Section.

(8) Impoundment, Removal, or Relocating.

a. Any Shared Micromobility Device that is inoperable or damaged, improperly parked, blocking ADA accessibility, does not comply with this Section, or is left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way, and parks, may be impounded, removed, or relocated by Escambia County staff, persons under contract with Escambia County, any law enforcement officer, or lifeguard.

    1. Unattended or abandoned DSMDs in violation of this Section are a public nuisance.

    2. A DSMD is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly, or in another location or device intended for the purpose of securing such device.

b. Any DSMD that is displayed, offered, or made available for rent on or within Pensacola Beach by any person or entity, including but not limited to Commercial Master Lessees or sublessees of a Commercial Master Lessee, without approval by the SRIA is subject to impoundment or Removal, and will be subject to applicable impoundment fees or removal fines as specified in this Section.

c. Escambia County staff, persons under contract with Escambia County, any law enforcement officer, or lifeguard may, but are not obligated to, remove or relocate any DSMD that is in violation of this Section.

    1. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall pay to the agency responsible for impounding or removing a DSMD, a $100.00 fee per device that is removed or relocated, in order to retrieve the impounded or removed DSMD, in additional to any other costs, expenses, and/or towing fees incurred pursuant to this Section.

d. Impoundment shall occur in accordance with Section 713.78, Florida Statutes, as amended. The Commercial Master Lessee or sublessee of a Commercial Master Lessee shall be solely responsible for all expenses, towing fees, and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Commercial Master Lessee or sublessee of a Commercial Master Lessee of a Micromobility Device impounded under this Section will be

subject to all liens and terms described under Section 713.78, in addition to payment of all applicable penalties, costs, fines, or fees that are due in accordance with this Section and applicable local, state, and federal law.

(9) High Impact Event on Santa Rosa Island.

a. *High impact event* means an event or gathering on beach property in Escambia County or on Santa Rosa Island or Pensacola Beach during which one (1) or more of the following occur:

1. An event, activity, or period of time that generates a significant spike in social media conversations, increasing audience impressions, and attention to the County, Santa Rosa Island, or Pensacola Beach, which is expected to generate attendance by more than five thousand (5,000) people for an area of beach property;

2. An event is held pursuant to a special permit which is expected to result in attendance by more than twenty-five thousand (25,000) people on beach property;

3. A maintenance of traffic plan would be required, or is required (e.g., including, but not limited to, street closures, lane closures, shuttle service) based upon the high impact event or pursuant to a special event permit;

4. Hotel occupancy levels are anticipated to be greater than eighty-five (85) percent on Santa Rosa Island or Pensacola Beach; or

5. Law enforcement mutual aid or other assistance from outside law enforcement agencies is required to provide for the safety and well-being of residents and visitors to the beach property.

b. Whenever the County Administrator, or his or her designee, determines that a high impact event on beach property will occur, or is in progress, he or she may prohibit or limit the use of DSMDs, Motorized Scooters, and/or the DSMD Systems on or within Pensacola Beach.

c. In the event the County Administrator, or his or her designee, prohibits or limits use of DSMDs, Motorized Scooters, and/or the DSMD System during a high impact event, notice of such action and duration shall be filed with the Clerk of Court and delivered to all appropriate news and social media for publication and to local radio and television stations for broadcast. If practicable, signs may be posted in the impacted area(s) advising of the prohibition or limitation during the duration of such action by Escambia County.

d. Any refusal to comply with the action(s) taken during a high impact event shall be prosecuted in the same manner as misdemeanors are prosecuted and shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

(10) Enforcement, Fees, Fines, and Penalties.

a. Violations of this Section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

b. The SRIA reserves the right to suspend any prior Commercial Master Lessee's or sublessee of a Commercial Master Lessee's approval, if there is a violation of this Section, public health, safety or general welfare, or for other good and sufficient cause as determined by the SRIA in its sole discretion, in addition to any other remedies available to the SRIA, including but not limited to lease termination for a default under the master lease between the SRIA and the Commercial Master Lessee.

c. Violations of Operating a DSMD System without SRIA approval shall be fined $250.00 per day for an initial offense, and $500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Commercial Master Lessee or sublessee of a Commercial Master Lessee. Each day of non-compliance shall constitute a separate offense.

d. The following fees, costs, and fines shall apply to Commercial Master Lessees or sublessees of a Commercial Master Lessee:

Commercial Master Lessee or sublessee of a Commercial Master Lessee Fee	$500.00; non-refundable
One time per unit fee	$100.00 per unit; non-refundable
Removal or Relocation	$100.00 per device
Operating without SRIA approval	$250.00 per day; $500.00 per day for repeat offense

e. At the discretion of the SRIA Executive Director, a Commercial Master Lessee or sublessee of a Commercial Master Lessee is subject to a fleet size reduction or operation approval revocation should the following occur:

1. If the violations of the regulations set forth in this Section are not addressed by the Commercial Master Lessee or its sublessee in a timely manner as defined under the master lease, as amended, between the SRIA and the Commercial Master Lessee; or

2. Fifteen (15) unaddressed violations of the regulations set forth in this Section within a 30-day period; or

3. Submission of inaccurate or fraudulent data by the Commercial Master Lessee or sublessee of a Commercial Master Lessee.

f. In the event of fines being assessed as specified herein or operation approval revocation, the SRIA or County shall provide written notice of the fines or revocation via certified mail informing the Commercial Master Lessee or sublessee of a Commercial Master Lessee of the violations, fines, or revocation.

(11) Data Sharing.

a. All permitted Commercial Master Lessees or sublessees of a Commercial Master Lessee shall provide the County Administrator, or his or her designee, with the following data on a monthly basis in PDF format:

1. Number of DSMDs in circulation;

2. Number of daily, weekly, and monthly Customers;

3. Total number of miles traveled by Customers (daily, weekly, monthly, quarterly, and annually);

4. Average amount of time each DSMD is available (not in use);

5. Number of rides per Customer per day;

6. Number of rides per DSMD per day;

7. Duration of rides per Customer per day;

8. Average duration of Customer per day of the week;

9. Monthly summary of DSMD distribution and GPS-based natural movement in heat map format;

10. Summary of fleet numbers of DSMDs lost to theft and/or vandalism;

11. Summary of Customer comments and complaints, resolution to, and time required to resolve each complaint;

12. Summary of repairs per DSMD per month.

b. Such data shall be provided to the County Administrator, or his or her designee, within the first five (5) business days of each month. Failure to comply will result in a suspension of a Commercial Master Lessee's or sublessee of a Commercial Master Lessee's approval to operate DSMDs.

(12) Indemnification and Insurance.

a. As a condition of Commercial Master Lessee or sublessee of a Commercial Master Lessee approval by the SRIA, the Commercial Master Lessee or sublessee of a Commercial Master Lessee agrees to indemnify, hold harmless, and defend the SRIA and the County, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility claims and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of the use of right-of-way or county-owned property for DSMD operations, or arising from any negligent act, omission, or error of the Commercial Master Lessee or sublessee of a Commercial Master Lessee, its agents or employees, or from failure of the Commercial Master Lessee or sublessee of a Commercial Master Lessee, its agents, or employees, to comply with each and every requirement of this Ordinance, or with any other federal, state, or local traffic law or any combination of the same.

b. Prior to commencing DSMD operation on Pensacola Beach, the Commercial Master Lessee or sublessee of a Commercial Master Lessee shall provide and maintain such liability insurance, property damage insurance, and any other specified coverages in amounts and types as determined by the SRIA, necessary to protect the SRIA and the County, its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of DSMD operation.

c. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall include language in an amendment to the master lease or in the sublease that requires, to the fullest extent permitted by law, the Customer to fully release, indemnify, and hold harmless the SRIA and the County.

d. The Commercial Master Lessee or sublessee of a Commercial Master Lessee shall provide proof of all required insurance prior to receiving SRIA approval to operate DSMDs.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and the sections, subsections and other provisions of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This Ordinance shall become effective upon filing 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

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____
EFFECTIVE: _____

Approved as to form and legal sufficiency.

By: Matthew R. Shaud
Title: Assistant County Attorney
Date: 7/27/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18188 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: 5:33 p.m. Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5339 Funding for Capital
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for Consideration of the Fiscal Year 2020 Proposed Grant Application for Mass Transit Projects.

Recommendation: That the Board take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5339 Funds, for capital expenses:

A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for $1,612,050 in Federal Assistance, for Capital expenses;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS)

Mass Transit staff recommends that Escambia County Board of County Commissioners apply for the apportionment by approving an Application for the below program of projects:

BUDGET	DEFINITION	PROJECT

CATEGORY		COST
Shop Equipment	Bus Vacuum Cleaner	$300,000
Shop Equipment	Parts Washer, Hydraulic Press, Drill Press, Exhaust Fans for Shop	$82,050
Software	Operations Dispatching / Route Software	$980,000
Software	Passenger Information Software	$250,000
	TOTAL	**$1,612,050**

[Funding: The Grant Application is for a total of $1,612,050. Capital assistance requires a 20% local match of $403,013. The local match is covered by Federal Highway Toll Revenue Credits.]

BACKGROUND:

FTA guidelines require that all Applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The Grants for Buses and Bus Facilities program (49 U.S.C. 5339) makes Federal resources available to States and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive Grants. The funding provided in this application were allocated through formula allocations.

FTA publishes the apportionment annually. The funding in this Application covers Financial Year 2017 through Financial Year 2020. The Mass Transit department has prepared previous projects for these funds. However, due to various changes in priorities, these Applications were not finalized. This Application applies for all allocations of section 5339 funding currently available to Escambia County.

Mass Transit staff recommend that Escambia County Board of County Commissioners apply for the apportionment by approving an Application for the below program of projects:

BUDGET CATEGORY	DEFINITION	PROJECT COST
Shop Equipment	Bus Vacuum Cleaner	$300,000

Shop Equipment	Parts Washer, Hydraulic Press, Drill Press, Exhaust Fans for Shop	$82,050
Software	Operations Dispatching / Route Software	$980,000
Software	Passenger Information Software	$250,000
	TOTAL	**$1,612,050**

BUDGETARY IMPACT:

The Grant Application is for a total of $1,612,050. Capital assistance requires a 20% local match of $403,013. The local match is covered by Federal Highway Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney has reviewed as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Competitive Grant Application Policy, Section II; A.6.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Mass Transit will coordinate with the FTA to process the Application.

Attachments

Resolution

Application Section 5339

RESOLUTION NUMBER R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5339, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to award formula program grants to eligible recipients to assist in the financing of buses and bus facility capital projects, including replacing, rehabilitating, purchasing, or leasing buses or related equipment and rehabilitating, purchasing, constructing, or leasing bus-related facilities; and

WHEREAS, the recipient of federal financial assistance from the USDOT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

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 Escambia County Board of County Commissioners hereby approves the submission of an application, along with any supporting documentation and assurances required by the USDOT, and the acceptance of an award for formula program grant funding pursuant to 49 U.S.C. §5339.

Section 3. The Chairman of the Board of County Commissioners is hereby authorized to execute the grant application and any supporting documentation as required by the USDOT for the application and acceptance of an award for formula program grant funding pursuant to 49 U.S.C. §5339.

Section 4. The Chairman is authorized to execute and file with the grant application an assurance or any other document required by the USDOT effectuating the purpose of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

Section 5. The Mass Transit Director is hereby authorized to file the grant application and any other documents as required by the USDOT for the application and acceptance of an award for formula program grant funding pursuant to 49 U.S.C. §5339 utilizing the Federal Transportation Award Management System (TrAMS).

Section 6. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-23-2020

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	1092-2020-3
Temporary Application Number	1092-2020-3
Application Name	FFY20 5339 - Buses and Bus Facilities Formula - multi year application
Application Status	In-Progress
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	9/30/2022
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Escambia, County Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 200	PENSACOLA	FL	325025835
Physical Address	221 PALAFOX PL STE 200	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 130	PENSACOLA	FL	32502

Union Information

Union Name	**Amalgamated Transit Union, Local 1395**
Address 1	4302 Yarmouth Place
Address 2	
City	Pensacola
State	FL

Zipcode	32514
Contact Name	Mike Lowery
Telephone	(850) 554-6034
Fax	
E-mail	mloweryatu1395@gmail.com
Website	

Part 2: Application Information

Title: FFY20 5339 - Buses and Bus Facilities Formula - multi year application

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2020-3	In-Progress	Grant	1/8/2020	1/8/2020	No

Application Executive Summary
Escambia County, FL requests FY2017 5339 funds of $327,644. FY2018 5339 funds of $450,066. FY2019 5339 funds of $406,629, and FY2020 5339 funds of $427,711 for a total requested funds of $1,612,050. Escambia will use these funds to Purchase Fixed Route Operations Software program used for run cutting, and scheduling. Passenger information technology, paratransit scheduling software and a bus interior vacuum cleaning system.

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is not using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$1,612,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$403,013
Adjustment			$0
Total Eligible Cost			**$1,612,050**

Application Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-3-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES		$1,612,050.00	$0.00	$1,612,050.00	9
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$300,000.00	$0.00	$300,000.00	1
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$82,050.00	$0.00	$82,050.00	5
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$800,000.00	$0.00	$800,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$180,000.00	$0.00	$180,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$250,000.00	$0.00	$250,000.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Information Technology

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2020-3-P1	1092-2020-3-P1	5/28/2020		

Project Description

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Project Benefits

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Additional Information

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Location Description

.

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Matt Gaetz

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$1,612,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$403,013
Adjustment			$0
Total Eligible Cost			**$1,612,050**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-3-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES		$1,612,050.00	$0.00	$1,612,050.00	9
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$300,000.00	$0.00	$300,000.00	1
1092-2020-3-P1		11.42.06	ACQUIRE - SHOP EQUIPMENT	$82,050.00	$0.00	$82,050.00	5
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$800,000.00	$0.00	$800,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$180,000.00	$0.00	$180,000.00	1
1092-2020-3-P1		11.42.08	ACQUIRE - ADP SOFTWARE	$250,000.00	$0.00	$250,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	5

Extended Budget Description
None provided.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$82,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$20,513
Adjustment			$0
Total Eligible Cost			**$82,050**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Passenger Information Technology

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$250,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$62,500
Adjustment			$0
Total Eligible Cost			**$250,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Paratransit Scheduling Software

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$180,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$45,000
Adjustment			$0
Total Eligible Cost			**$180,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Fixed Route Operations Software Program

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$800,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$200,000
Adjustment			$0
Total Eligible Cost			**$800,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Bus Interior Vacuum Cleaning System

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$75,000
Adjustment			$0
Total Eligible Cost			**$300,000**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Project Environmental Findings

There are no environmental findings for this project.

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Escambia, County Of

Recipient ID: 1092

DUNS No: 075079673

Application Information

Federal Award Identification Number: 1092-2020-3

Application Name: FFY20 5339 - Buses and Bus Facilities Formula - multi year application

Application Start Date: N/A

Original Award End Date: 9/30/2022

Current Award End Date: N/A

Application Executive Summary: Escambia County, FL requests FY2017 5339 funds of $327,644. FY2018 5339 funds of $450,066. FY2019 5339 funds of $406,629, and FY2020 5339 funds of $427,711 for a total requested funds of $1,612,050. Escambia will use these funds to Purchase Fixed Route Operations Software program used for run cutting, and scheduling. Passenger information technology, paratransit scheduling software and a bus interior vacuum cleaning system.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

Application Budget

Total Application Budget: $1,612,050.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,612,050.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,612,050.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$1,612,050
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$403,013
Adjustment			$0
Total Eligible Cost			**$1,612,050**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Escambia, County Of

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18343 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: 5:34 p.m. Public Hearing to Consider Adopting an Ordinance to establish an EDATE for Navy Federal Credit Union Expansion
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
5:34 p.m. Public Hearing Concerning the Adoption of an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption for the Navy Federal Credit Union Expansion.

Recommendation: That the Board adopt an Ordinance to establish an Economic Development Ad Valorem Tax Exemption (EDATE) for the Navy Federal Credit Union Expansion.

BACKGROUND:
In accordance with Section 3, Article VII of the Florida Constitution and in accordance with Chapters 125, 163, 192, and 214, Florida Statutes, and Chapter 12D-7, Florida Administrative Code, Escambia County previously enacted an ordinance relating to economic development ad valorem tax exemptions (EDATE's) whereby certain new and expanding businesses may be exempted from ad valorem taxation as provided for in F. S. 196.1995.

Exemptions may be granted to eligible new businesses for up to 100% of the assessed value value of all improvements to real property made by or for the use of the new business and tangible personal property of such business for a period of up to 10 years. Applications for exemptions shall be considered by the Board on a case-by-case basis for each Application, after consideration of the Property Appraiser's report on that Application.

Navy Federal Credit Union (NFCU) has applied for an EDATE as an expanding business, specifically with the construction of Building 7, Amenities, and Parking Deck 3 at their compound on Beulah Road. The Board adopted a Resolution

supporting the expansion and subsequent, anticipated EDATE request from NFCU on June 10, 2013. The Property Appraiser Office has favorably reviewed the EDATE Application and signed on July 2, 2020.

Based on the criteria established in the County's EDATE ordinance, the project scores 13 out of a possible 13 points, and qualifies for a 100% exemption for 10 Years. The Board retains discretion as to whether to grant, in whole or in part, or deny any request for exemption. Provided with this Recommendation is a copy of the draft Ordinance, the Phase II Application and the Rating Points Tally for Building 7.

BUDGETARY IMPACT:

Estimate of County revenue which would be lost during the current fiscal year if the exemption were granted to the property at issue had the property otherwise been subject to taxation is $2,877,424.

LEGAL CONSIDERATIONS/SIGN-OFF:

The draft Ordinance was prepared by Senior Assistant County Attorney Kristin Hual and was advertised in the Pensacola News Journal on Wednesday, July 29, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

NFCU EDATE Ordinance
Phase II Application
Rating Points Tally Building 7

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR NAVY FEDERAL CREDIT UNION, AN EXPANDING BUSINESS, PURSUANT TO §196.1995, FLORIDA STATUTES; PROVIDING A TITLE; PROVIDING FOR THE GRANTING OF AND LEGISLATIVE INTENT FOR AN EXEMPTION; PROVIDING FOR CERTAIN AD VALOREM TAX REVENUE INFORMATION RELATING TO THE GRANTING OF SUCH EXEMPTION; PROVIDING AN EXPIRATION DATE FOR SUCH EXEMPTION; PROVIDING A FINDING OF FACT THAT NAVY FEDERAL CREDIT UNION MEETS THE DEFINITION OF THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, §196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances, authorize Escambia County to grant an economic development ad valorem tax exemption ("EDATE") for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, Navy Federal Credit Union, an expanding business, filed an application for an EDATE for the assessed value of certain improvements to real property and of tangible personal property located at 3101 Navy Federal Way, Pensacola, Florida; and

WHEREAS, the Board of County Commissioners finds that the granting of this EDATE to Navy Federal Credit Union is in the best interest of the health, safety, and welfare of the citizens of Escambia County.

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

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

Section 2. **Grant and Legislative Intent.** After consideration of the report of the Escambia County Property Appraiser and the request of Navy Federal Credit Union filed with the Board of County Commissioners on June 29, 2020, and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances, the Board of County Commissioners hereby grants and establishes for a period of ten (10) years, effective for calendar year 2020, an exemption from County ad valorem taxation as provided for in §196.1995(11), Florida Statutes, of one hundred percent (100%) of the assessed value of certain improvements to real property and to the tangible personal property of Navy Federal Credit Union located at 3101 Navy Federal Way, Pensacola, Florida (Parcel Reference No. 041S311101000000) more particularly described in "**Exhibit A**" attached hereto and incorporated by reference.

It is the intent of this ordinance that this exemption shall be given for express purpose of facilitating the expansion of an existing business, as defined in §196.012(15), Florida Statutes. It is the further the intent of this ordinance that the exemption hereby granted to Navy Federal Credit Union shall be solely on the account of and for the use and benefit of said business.

Section 3. **Ad Valorem Tax Revenues.**

Pursuant to §196.1995(9), Florida Statutes, the following has been determined by the Property Appraiser:

a. Total Revenue available to the County for the current fiscal year from ad valorem tax sources is $141,658,285.00.

b. Revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is $1,387,423.00.

c. Estimate of revenue which would be lost to the County during the current fiscal year if the exemption were granted had the property for which the exemption is requested otherwise been subject to taxation is $2,877,424.00.

d. Estimate of the taxable value lost to the County if the exemption applied for were granted:

(1) Improvements to real property $329,802,271.00.
(2) Tangible personal property $45,816,031.00.

Section 4. **Expiration Date.** The EDATE granted to Navy Federal Credit Union, an expanding business, shall be for a period of ten (10) years and shall expire on December 31, 2029, at 12:01 a.m.

Section 5. **Finding of Fact.** The Board of County Commissioners of Escambia County, Florida finds that Navy Federal Credit Union qualifies as an expansion of an existing business as defined by Sec. 90-148, Escambia County Code of Ordinances, and §196.012(15), Florida Statutes.

Section 6. **Rating.** The Board of County Commissioners of Escambia County, Florida finds that Navy Federal Credit Union qualifies for a 100% County ad valorem tax exemption for ten (10) years based upon receiving thirteen (13) out of thirteen (13) points under the criteria found in Sec. 90-147, Escambia County Code of Ordinances. Navy Federal Credit Union accumulated five (5) points under the "Capital Investment" category, five (5) points under the "Number of Employees" category, and three (3) points under the "Wage Rate" category for a total of thirteen (13) points. As a result, pursuant to Sec. 90-147(4), Escambia County Code of Ordinances, Navy Federal Credit Union shall receive a 100% ad valorem tax exemption for a period of ten (10) years.

Section 7. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 8. **Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 9. **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this __ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-10-2020

(Seal)

Enacted:_____
Filed with Department of State:_____
Effective:_____

EXHIBIT "A"

4H Property Legal Description

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:
A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:
Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 feet to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

ALSO LESS AND EXCEPT any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

LESS AND EXCEPT THE ATTACHED CONSERVATION EASEMENT DESCRIPTION PARCELS:

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1838.25 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 2660.70 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 571318.59 EAST: 1069743.94 AND BEING THE POINT OF BEGINNING, THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N56° 42' 12"W A DISTANCE OF 5.60 FEET; N27° 52' 11"W A DISTANCE OF 24.12 FEET; N68° 22' 50"W A DISTANCE OF 36.62 FEET; N63° 47' 08"W A DISTANCE OF 28.91 FEET; S55° 58' 54"W A DISTANCE OF 11.72 FEET; S88° 29' 13"W A DISTANCE OF 21.91 FEET; S50° 46' 10"W A DISTANCE OF 21.51 FEET; N51° 31' 35"W A DISTANCE OF 29.66 FEET; N50° 55' 38"E A DISTANCE OF 30.71 FEET; N18° 11' 11"W A DISTANCE OF 50.11 FEET; N59° 02' 41"W A DISTANCE OF 57.32 FEET; N85° 55' 34"W A DISTANCE OF 46.93 FEET; N17° 07' 33"W A DISTANCE OF 111.99 FEET; S85° 52' 18"W A DISTANCE OF 170.28 FEET; N14° 26' 21"W A DISTANCE OF 300.61 FEET; N2° 39' 27"W A DISTANCE OF 350.37 FEET; N28° 55' 35"E A DISTANCE OF 262.87 FEET; N61° 10' 57"E A DISTANCE OF 351.29 FEET; S87° 17' 43"W A DISTANCE OF 115.78 FEET; N49° 40' 51"W A DISTANCE OF 94.46 FEET; N46° 58' 25"W A DISTANCE OF 111.50 FEET; N49° 45' 59"W A DISTANCE OF 75.97 FEET; N47° 03' 26"W A DISTANCE OF 104.79 FEET; N13° 45' 47"W A DISTANCE OF 126.93 FEET; N37° 29' 23"E A DISTANCE OF 102.74 FEET; N55° 49' 13"E A DISTANCE OF 7.51 FEET; N9° 23' 14"W A DISTANCE OF 28.98 FEET; N9° 04' 04"W A DISTANCE OF 28.82 FEET; S80° 32' 19"W A DISTANCE OF 49.58 FEET; S65° 40' 34"W A DISTANCE OF 79.64 FEET; S76° 19' 37"W A DISTANCE OF 128.69 FEET; S89° 26' 43"W A DISTANCE OF 174.68 FEET; N0° 34' 56"E A DISTANCE OF 262.47 FEET; N25° 02' 42"W A DISTANCE OF 226.37 FEET; S87° 02' 29"E A DISTANCE OF 76.97 FEET; S41° 50' 07"E A DISTANCE OF 7.06 FEET; S25° 02' 42"E A DISTANCE OF 199.39 FEET; S0° 34' 56"W A DISTANCE OF 206.99 FEET; N89° 26' 43"E A DISTANCE OF 95.23 FEET; N76° 19' 37"E A DISTANCE OF 114.11 FEET; N65° 40' 34"E A DISTANCE OF 82.24 FEET; N80° 32' 19"E A DISTANCE OF 87.77 FEET; S75° 16' 35"E A DISTANCE OF 45.27 FEET; S09° 13' 13"E A DISTANCE OF 154.12 FEET; S55° 49' 13"W A DISTANCE OF 40.99 FEET; S37° 29' 23"W A DISTANCE OF 57.87 FEET; S13° 45' 47"E A DISTANCE OF 72.42 FEET; S47° 03' 26"E A DISTANCE OF 82.21 FEET; S49° 45' 59"E A DISTANCE OF 76.02 FEET; S46° 58' 25"E A DISTANCE OF 111.55 FEET; S49° 40' 51"E A DISTANCE OF 65.22 FEET; N87° 17' 43"E A DISTANCE OF 105.24 FEET; N54° 05' 16"E A DISTANCE OF 78.59 FEET; N49° 32' 37"E A DISTANCE OF 76.69 FEET; N47° 31' 29"E A DISTANCE OF 108.80 FEET; N68° 58' 59"E A DISTANCE OF 96.88 FEET; N77° 34' 52"E A DISTANCE OF 137.00 FEET; S87° 55' 57"E A DISTANCE OF 60.68 FEET; S36° 57' 40"E A DISTANCE OF 129.15 FEET; S31° 11' 10"E A DISTANCE OF 84.98 FEET; S31° 17' 44"E A DISTANCE OF 119.29 FEET; S28° 17' 07"E A DISTANCE OF 133.44 FEET; S54° 44' 25"E A DISTANCE OF 71.97 FEET; S63° 27' 57"E A DISTANCE OF 137.55 FEET; S53° 52' 45"E A DISTANCE OF 72.28 FEET; S7° 19' 35"E A DISTANCE OF 37.13 FEET; S7° 39' 52"E A DISTANCE OF 72.27 FEET; S25° 37' 06"W A DISTANCE OF 33.24 FEET; S10° 40' 00"W A DISTANCE OF 33.20 FEET; S45° 07' 55"W A DISTANCE OF 113.96 FEET; S44° 51' 06"W A DISTANCE OF 105.47 FEET; S67° 20' 08"W A DISTANCE OF 61.59 FEET; S68° 36' 05"W A DISTANCE OF 97.04 FEET; S68° 09' 34"W A DISTANCE OF 63.74 FEET; S68° 15' 18"W A DISTANCE OF 80.82 FEET; S36° 02' 39"W A DISTANCE OF 75.65 FEET; S34° 16' 40"W A DISTANCE OF 53.66 FEET; S34° 51' 34"W A DISTANCE OF 89.00 FEET; S33° 49' 18"W A DISTANCE OF 91.85 FEET; S38° 01' 06"W A DISTANCE OF 445.18 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1425730 SQUARE FEET (32.73 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST:

1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1051.20 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 1647.24 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570487.70 EAST: 1070721.78 AND BEING THE POINT OF BEGINNING, THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N61° 42' 16"W A DISTANCE OF 155.89 FEET; N21° 32' 05"W A DISTANCE OF 69.55 FEET; N53° 18' 35"W A DISTANCE OF 124.36 FEET; N1° 16' 00"E A DISTANCE OF 108.66 FEET; N33° 21' 57"W A DISTANCE OF 81.78 FEET; N77° 06' 17"W A DISTANCE OF 106.43 FEET; S78° 02' 23"W A DISTANCE OF 77.47 FEET; N21° 37' 38"W A DISTANCE OF 97.79 FEET; N87° 09' 49"W A DISTANCE OF 95.66 FEET; N20° 12' 31"E A DISTANCE OF 9.55 FEET; N24° 01' 40"E A DISTANCE OF 29.41 FEET; N0° 24' 09"W A DISTANCE OF 51.19 FEET; N61° 53' 05"W A DISTANCE OF 41.76 FEET; N77° 45' 30"W A DISTANCE OF 26.47 FEET; S82° 18' 45"W A DISTANCE OF 43.01 FEET; N59° 59' 00"W A DISTANCE OF 35.52 FEET; N78° 08' 21"W A DISTANCE OF 33.82 FEET; N10° 03' 55"W A DISTANCE OF 37.06 FEET; N37° 29' 56"W A DISTANCE OF 44.98 FEET; N78° 25' 52"W A DISTANCE OF 29.15 FEET; N48° 45' 12"W A DISTANCE OF 31.57 FEET; N22° 08' 20"W A DISTANCE OF 13.58 FEET; N38° 01' 06"E A DISTANCE OF 389.58 FEET; S38° 36' 44"E A DISTANCE OF 26.27 FEET; S48° 16' 29"E A DISTANCE OF 65.03 FEET; S58° 24' 56"E A DISTANCE OF 75.39 FEET; S56° 43' 21"E A DISTANCE OF 62.67 FEET; S64° 05' 06"E A DISTANCE OF 60.22 FEET; S62° 39' 35"E A DISTANCE OF 60.95 FEET; S58° 41' 39"E A DISTANCE OF 55.44 FEET; S62° 11' 41"E A DISTANCE OF 59.84 FEET; S64° 35' 05"E A DISTANCE OF 57.63 FEET; S60° 29' 13"E A DISTANCE OF 33.01 FEET; S48° 10' 42"E A DISTANCE OF 44.22 FEET; S45° 12' 34"E A DISTANCE OF 69.85 FEET; S71° 42' 25"E A DISTANCE OF 44.60 FEET; S37° 32' 48"E A DISTANCE OF 52.84 FEET; S50° 56' 09"E A DISTANCE OF 47.41 FEET; S29° 34' 28"E A DISTANCE OF 51.39 FEET; S59° 08' 50"E A DISTANCE OF 56.64 FEET; S59° 07' 26"E A DISTANCE OF 51.00 FEET; S60° 41' 30"E A DISTANCE OF 52.84 FEET; S38° 38' 52"E A DISTANCE OF 50.29 FEET; S26° 42' 53"W A DISTANCE OF 128.12 FEET; S66° 00' 47"E A DISTANCE OF 45.66 FEET; N31° 13' 24"E A DISTANCE OF 128.04 FEET; S64° 41' 18"E A DISTANCE OF 286.24 FEET; S26° 24' 30"W A DISTANCE OF 275.93 FEET; N65° 23' 22"W A DISTANCE OF 30.18 FEET; S24° 36' 38"W A DISTANCE OF 33.36 FEET; S65° 23' 22"E A DISTANCE OF 28.44 FEET; S30° 41' 50"W A DISTANCE OF 209.44 FEET; N55° 54' 41"W A DISTANCE OF 245.95 FEET; N19° 44' 31"W A DISTANCE OF 61.48 FEET; N24° 08' 40"E A DISTANCE OF 125.39 FEET; N57° 32' 20"W A DISTANCE OF 37.64 FEET; S32° 49' 01"W A DISTANCE OF 179.85 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 628901 SQUARE FEET (14.44 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1268.84 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570632.63 EAST: 1072377.00 AND BEING THE POINT OF BEGINNING, THENCE CONTINUE N2° 31' 20"E ALONG SAID EAST LINE A DISTANCE OF 411.76 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N51° 31' 14"W A DISTANCE OF 39.51 FEET; THENCE PROCEED N52° 14' 53"W A DISTANCE OF 47.42 FEET; THENCE PROCEED N54° 56' 08"W A DISTANCE OF 93.49 FEET; THENCE PROCEED N28° 11' 34"W A DISTANCE OF 133.96 FEET; THENCE PROCEED N28° 11' 34"W A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTH LINE OF NAVY FEDERAL CREDIT UNION BOUNDARY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6893, PAGE 907 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED N50° 23' 19"W ALONG SAID NORTH LINE A DISTANCE OF 613.38 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S40° 50' 49"E ALONG THE EASTERLY LINE OF A 30' WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3374, PAGE 919 AND OFFICIAL RECORDS BOOK 3882, PAGE 817 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 766.85 FEET; THENCE PROCEED S14° 29' 15"E ALONG SAID EASTERLY LINE A DISTANCE OF

394.48 FEET; THENCE DEPARTING SAID EASTERLY LINE, PROCEED S40° 25' 58"E A DISTANCE OF 134.94 FEET; THENCE PROCEED S6° 39' 03"E A DISTANCE OF 106.64 FEET; THENCE PROCEED S7° 31' 18"E A DISTANCE OF 79.39 FEET; THENCE PROCEED S5° 01' 15"E A DISTANCE OF 114.72 FEET; THENCE PROCEED S20° 29' 52"E A DISTANCE OF 96.65 FEET; THENCE PROCEED S63° 01' 31"W A DISTANCE OF 12.34 FEET TO THE EASTERLY LINE OF THE AFORESAID UTILITY EASEMENT; THENCE PROCEED S86° 46' 51"E ALONG SAID EASTERLY LINE A DISTANCE OF 155.73 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 193516 SQUARE FEET (4.44 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 871.02 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570236.52 EAST: 1072329.52 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N62° 33' 59"W A DISTANCE OF 48.82 FEET; N89° 37' 36"W A DISTANCE OF 72.77 FEET; N84° 35' 10"W A DISTANCE OF 50.61 FEET; N78° 43' 37"W A DISTANCE OF 47.76 FEET; N84° 38' 53"W A DISTANCE OF 47.54 FEET; N87° 54' 05"W A DISTANCE OF 43.18 FEET; S75° 08' 46"W A DISTANCE OF 35.43 FEET; N84° 38' 28"W A DISTANCE OF 10.20 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 709.50 FEET, A CENTRAL ANGLE OF 17°39'10" AND A CHORD BEARING AND DISTANCE OF N25°06'40"W, 217.73 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 218.60', THENCE DEPARTING SAID CURVE, PROCEED N67° 10' 42"E A DISTANCE OF 34.78 FEET; THENCE PROCEED N44° 26' 13"E A DISTANCE OF 17.55 FEET; THENCE PROCEED N63° 01' 31"E A DISTANCE OF 278.31 FEET TO A POINT ON THE WESTERLY LINE OF A 30' WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3374, PAGE 919 AND OFFICIAL RECORDS BOOK 3882, PAGE 817 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED ALONG SAID WESTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: S14° 29' 15"E A DISTANCE OF 7.66 FEET; S86° 46' 51"E A DISTANCE OF 162.78 FEET; S2° 31' 20"W A DISTANCE OF 368.18 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 124854 SQUARE FEET (2.87 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 830.41 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 538.53 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570218.32 EAST: 1071819.70 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: S77° 04' 41"W A DISTANCE OF 57.03 FEET; S88° 08' 59"W A DISTANCE OF 37.76 FEET; N78° 07' 24"W A DISTANCE OF 52.83 FEET; N51° 27' 08"W A DISTANCE OF 37.86 FEET; N55° 55' 13"W A DISTANCE OF 48.04 FEET; N72° 19' 40"W A DISTANCE OF 64.11 FEET; N75° 22' 40"W A DISTANCE OF 126.45 FEET; S87° 48' 06"W A DISTANCE OF 34.06 FEET; N71° 19' 28"W A DISTANCE OF 60.63 FEET; N35° 06' 48"W A DISTANCE OF 59.91 FEET; S84° 14' 57"W A DISTANCE OF

38.73 FEET; N71° 06' 22"W A DISTANCE OF 48.82'; N23° 17' 10"E A DISTANCE OF 31.71'; S64° 19' 07"E A DISTANCE OF 28.13 FEET; N23° 46' 26"E A DISTANCE OF 63.93 FEET; N64° 19' 07"W A DISTANCE OF 28.13 FEET; N25° 40' 53"E A DISTANCE OF 121.82 FEET; S82° 57' 41"E A DISTANCE OF 83.08 FEET; S78° 06' 21"E A DISTANCE OF 65.77 FEET; S63° 28' 25"E A DISTANCE OF 63.62 FEET; S64° 48' 52"E A DISTANCE OF 90.07 FEET; S77° 55' 53"E A DISTANCE OF 39.82 FEET; S34° 40' 54"E A DISTANCE OF 54.91 FEET; S78° 21' 06"E A DISTANCE OF 36.14 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 539.50 FEET, A CENTRAL ANGLE OF 27°35'29" AND A CHORD BEARING AND DISTANCE OF S29°28'26"E, 257.30 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.80 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 122469 SQUARE FEET (2.81 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 892.43 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 3240.22 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 570399.19 EAST: 1069123.36 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N74° 31' 09"E A DISTANCE OF 43.61 FEET; N22° 07' 22"E A DISTANCE OF 142.43 FEET; N64° 01' 56"E A DISTANCE OF 86.52 FEET; N53° 05' 17"E A DISTANCE OF 132.67 FEET; N54° 09' 22"E A DISTANCE OF 90.22 FEET; N37° 12' 07"E A DISTANCE OF 44.59 FEET; S65° 25' 41"E A DISTANCE OF 396.25 FEET; S41° 30' 03"W A DISTANCE OF 93.56 FEET; S72° 13' 27"W A DISTANCE OF 118.05 FEET; S50° 42' 47"W A DISTANCE OF 180.59 FEET; S47° 59' 28"W A DISTANCE OF 92.20 FEET; S59° 26' 53"W A DISTANCE OF 103.09 FEET; S66° 52' 01"W A DISTANCE OF 112.77 FEET; N59° 50' 21"W A DISTANCE OF 89.21 FEET; N47° 48' 26"W A DISTANCE OF 109.01 FEET; N12° 04' 58"W A DISTANCE OF 54.36 FEET; N10° 59' 45"E A DISTANCE OF 23.39 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 199860 SQUARE FEET (4.59 ACRES) MORE OR LESS.

CONSERVATION EASEMENT DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, HAVING A STATE PLANE COORDINATE OF NORTH: 569365.02 EAST: 1072321.16; THENCE PROCEED N02° 31' 20"E ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 334.39 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N87° 28' 40"W A DISTANCE OF 2014.65 FEET TO A CONCRETE MONUMENT NO. 0340, HAVING A STATE PLANE COORDINATE OF NORTH: 569787.75 EAST: 1070323.17 AND BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING BEARINGS AND DISTANCES: N61° 29' 09"W A DISTANCE OF 45.52 FEET; S84° 35' 40"W A DISTANCE OF 42.35 FEET; S89° 42' 13"W A DISTANCE OF 50.57 FEET; N80° 18' 40"W A DISTANCE OF 44.35 FEET; N30° 02' 48"W A DISTANCE OF 116.29 FEET; N2° 56' 55"E A DISTANCE OF 97.90 FEET; N9° 22' 28"W A DISTANCE OF 81.84 FEET; N28° 00' 40"E A DISTANCE OF 54.29 FEET; N64° 25' 01"E A DISTANCE OF 46.24 FEET; N87° 24' 54"E A DISTANCE OF 47.74 FEET; S67° 39' 39"E A DISTANCE OF 244.74 FEET TO A POINT ON THE EAST LINE OF HERITAGE OAKS COMMERCE PARK AS RECORDED IN PLAT BOOK 17, PAGES 60 AND 60A OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED S29° 04' 07"W ALONG SAID EAST LINE A DISTANCE OF 192.95 FEET; THENCE PROCEED S2° 19' 15"W ALONG SAID EAST LINE A DISTANCE OF 112.60 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 86620 SQUARE FEET (1.99 ACRES) MORE OR LESS.

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1	Business name: Navy Federal Credit Union	Mailing address: 5550 Heritage Oaks Drive Pensacola, FL 32526	
2	Please give name and telephone number of owner or person in charge of this business. Name: Keith Hoskins, Senior Vice President	Telephone number: 850-912-0337	
3	Exact Location (Legal Description and Street Address) of Property for which this return is filed 041S311101000000-3101 Navy Federal Way, Pensacola, FL 32526 - Bldg 7, Amenities and Parking Deck 3	4	Date you began, or will begin, business at this facility: July 2019
5	Description of the improvements to real property for which this exemption is requested Construction of over 481,000 sq ft of office space, 182,000 sq ft of amenities and one parking deck - $330M		Date of commencement of construction of improvements: Sep 2014

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased

Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Cond*	Taxpayer's Estimate of Fair Market Rent	APPRAISER'S USE ONLY Cond*	APPRAISER'S USE ONLY $
ISD Equipment	Varies	Varies	$ 28,268,417	good	$		$
Office Furniture and Equipment	Varies	Varies	$ 17,547,613	good	$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
		Total	$ 45,816,031		$		$

Average value of inventory on hand:

*Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a ☐ new business or ☑ expansion of an existing business

8 Describe type or nature of your business

9 Trade levels (check as many as apply)
☐ Retail ☐ Wholesale ☐ Manufacturing ☑ Professional
☐ Service ☑ Office ☐ Other, specify:

10 Number of full-time employees to be employed in Florida: 7,409

If an expansion of an existing business: Net increase in employment: 6.74% Increase in productive output resulting from this expansion: %

11 Sales factor for the facility requesting exemption:

Total sales in Florida from this facility-one (1) location only / divided by / Total sales everywhere from this facility-one (1) location only = %

12 For office space owned and used by a corporation newly domiciled in Florida: Date of incorporation in Florida

Number of full-time employees at this location: 7,409

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date: 06/29/2020

Signature, preparer: Kara Cardona

Signature, taxpayer:

Preparer's address: Kara Cardona, 5550 Heritage Oaks Drive, Pensacola, FL 32526

Title: Senior Vice President

Preparer's telephone number: 850-912-0104

Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	$ 141,658,285
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	$ 1,387,423
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	$ 2,877,424
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted Improvements to real property $ 329,802,271 Personal property $ 45,816,031	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a ☐ new business ☒ expansion of an existing business ☐ neither	
VI	Last year for which exemption may be applied: 2029	

Application to be filed not later than March 1

7/2/2020
Date

Signature, Property Appraiser

	ESCAMBIA COUNTY ECONOMIC DEVELOPMENT EXEMPTIONS											
	Navy Federal (Phase II expansion) Bldg7, Amenities & PD3	* 2019 MILLAGE		2019 TAXABLE VALUE		REVENUE		REAL PROPERTY VALUE		PERSONAL PROPERTY VALUE	
I.	Total revenue available in current fiscal year	7.6605		$18,492,041,609		$141,658,285					
II.	Revenue currently lost to EDATE exemptions	7.6605		$181,113,858		$1,387,423					
III.	Estimated tax lost if this exemption is granted	7.6605		$375,618,302		$2,877,424					
IV.	Estimated taxable value lost if this exemption is granted							$329,802,271		$45,816,031	
V.	Identify status of business activity		New Business		x		Expansion of Existing Business				Neither
VI.	Last year for which exemption may be applied					2029					

NAVY FEDERAL (Phase II expansion)							
2020 Proposed Tangible Taxes							
(Based on 2019 Millage Rates)							
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	millage	Assessed Taxes	Exempt Taxes	Taxable Taxes
COUNTY	$45,816,031	$45,816,031		6.6165	$303,142	$303,142	$0
SCHOOL BY LOCAL BOARD	$45,816,031	$0	$45,816,031	2.2100	$101,253	$0	$101,253
SCHOOL BY STATE LAW	$45,816,031	$0	$45,816,031	4.6660	$213,778	$0	$213,778
LIBRARY	$45,816,031	$45,816,031		0.3590	$16,448	$16,448	$0
SHERIFF	$45,816,031	$45,816,031		0.6850	$31,384	$31,384	$0
WATER MANAGEMENT	$45,816,031	$0	$45,816,031	0.0366	$1,677	$0	$1,677
CITY OF PENSACOLA	$45,816,031	$0		4.2895	$0	$0	$0
TOTAL TPP					$667,682	$350,974	$316,708
2020 Proposed Real Property Taxes							
(Based on 2019 Millage Rates)							
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	millage	Assessed Taxes	Exempt Taxes	Taxable Taxes
COUNTY	$329,802,271	$329,802,271		6.6165	$2,182,137	$2,182,137	$0
SCHOOL BY LOCAL BOARD	$329,802,271	$0	$329,802,271	2.2100	$728,863	$0	$728,863
SCHOOL BY STATE LAW	$329,802,271	$0	$329,802,271	4.6660	$1,538,857	$0	$1,538,857
LIBRARY	$329,802,271	$329,802,271		0.3590	$118,399	$118,399	$0
SHERIFF	$329,802,271	$329,802,271		0.6850	$225,915	$225,915	$0
WATER MANAGEMENT	$329,802,271	$0	$329,802,271	0.0366	$12,071	$0	$12,071
CITY OF PENSACOLA	$329,802,271	$0		4.2895	$0	$0	$0
TOTAL REAL PROPERTY					$4,806,241	$2,526,450	$2,279,791
TOTAL REAL & TPP					$5,473,923	$2,877,424	$2,596,499

Sum of Period Ending Cost Balanc	Column Labels								
	BD 7	BD 7 Total	BD 8	BD 8 Total	PD 4	PD 4 Total	PD3	PD3 Total	Grand Total
Row Labels	2019		2020		2020		2019		
BLDNG	279,067,582.53	279,067,582.53	182,957,401.06	182,957,401.06	49,695,329.60	49,695,329.60	50,734,688.88	50,734,688.88	562,455,002.07
ISD Hardware	28,268,417.77	28,268,417.77	1,513,569.31	1,513,569.31					29,781,987.08
Office Furniture and equipment	17,547,613.99	17,547,613.99	7,709,192.95	7,709,192.95					25,256,806.94
Grand Total	324,883,614.29	324,883,614.29	192,180,163.32	192,180,163.32	49,695,329.60	49,695,329.60	50,734,688.88	50,734,688.88	617,493,796.09

Building 7 with Amenities and Parking Deck 3 Total Building Costs =	329,802,271.41	In Service 7/18/2019
Building 7 ISD Hardware =	28,268,417.77	In Service 7/18/2020
Building 7 Office Furniture and equipment =	17,547,613.99	In Service 7/18/2020
	45,816,031.76	Total and in line with what is on the application
	375,618,303.17	

General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions . Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a colocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

Statutory Definitions

Section 196.011 Annual application required for exemption .—

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

Section 196.012(15) and (16), Florida Statutes

(15) "New business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

(16) "Expansion of an existing business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site colocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

(b) Any business located in an enterprise zone that increases operations on a site colocated with a commercial or industrial operation owned by the same business.

Section 196.1995 Economic development ad valorem tax exemption.-

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

Section 220.15(5), Florida Statutes.

(5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

(a) As used in this subsection, the term "sales" means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:

1. Rental income is included in the term if a significant portion of the taxpayer's business consists of leasing or renting real or tangible personal property; and

2. Royalty income is included in the term if a significant portion of the taxpayer's business consists of dealing in or with the production, exploration, or development of minerals.

(b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.

3. Reimbursement of expenses under an agency contract between a cooperative, a grower-member of a cooperative, or a grower and a processor is not a sale within this state.

(c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:

1. Fees, commissions, or other compensation for financial services rendered within this state;

2. Gross profits from trading in stocks, bonds, or other securities managed within this state;

3. Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;

4. Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;

5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer's agent to sell real or tangible personal property located in this state;

6. Rents from real or tangible personal property located in this state; or

7. Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an "includable corporation" under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.

AD VALOREM TAX EXEMPTION - SUPPLEMENTAL APPLICATION
GENERAL INFORMATION & INSTRUCTIONS

The Economic Development Ad Valorem Tax Exemption Application, DR418, **MUST** accompany this form. In order for the application to be accepted, all applicable areas **MUST** be completed. Applications must be **FILLED OUT COMPLETELY, SIGNED and DATED** to be accepted by this Office. Place" N/A" for items that do not apply. **All incomplete applications will be returned, causing a delay in consideration.** [PLEASE PRINT OR TYPE ALL REQUESTED INFORMATION]

TERMS

NEW BUSINESS – A business or organization, newly domiciled in Escambia County, paying an average wage for such new jobs that are above the average wage in the area.

BUSINESS EXPANSION – The enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increase the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.

CAPITAL INVESTMENT – The acquisition of a fixed asset that is anticipated to have a long life of use before it has to be replaced or repaired.

PROJECTED NUMBER OF JOBS - Jobs foreseen in the future within one (1) year of application.

ENTERPRISE ZONE – An Escambia County designated area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence. [Escambia County has designated Enterprise Zones]

MANUFACTURED EQUIPMENT - Any new or used equipment that is used in the direct production manufacture, fabrication, assembly, extraction, mining, processing refining, or finishing of other tangible personal property including, equipment used to dispose of solid waste or hazardous waste into energy or other useful products.

R&D EQUIPMENT – Equipment consists of laboratory equipment, research and development equipment, computers and computer software, telecommunications equipment or testing equipment used in research and development activities devoted, directly and exclusively, to experimental or laboratory research and development of new products new uses or exiting products or improving or testing existing products.

EXPLANATION

AVERGE WAGE/SALARY - Average salary/wage for NEWLY created jobs.

GROSS ANNUAL PAYROLL – Gross Annual Payroll for NEWLY created jobs.

CURRENT NUMBER OF EMPLOYEES – Number of employees BEFORE the business expansion.

JOB CLASSIFICATION – Classifications for the NEWLY created jobs.

WAGE RATE – Wage rate for the NEWLY created jobs.

REVIEW/INSTRUCTIONS

Upon receipt of the Application for Exemption and supporting documents, additional information may be requested from applicant to complete the review.

ONLY include Full-Time Regular Employees of the applicant; NOT contract, temporary or part-time employees. All job creation projections should be within one year of application. Applicant will be notified in writing if request for exemption is granted or denied.

ATTACH: Proof of Gross Payroll ["current" Quarterly Unemployment Reports] List of Capital Investments Claimed; Legal Description of Property and any supporting documents. If there are multiple worksites, ONLY include information that pertains to the site you are seeking the Exemption on.

Mail to: County Administration, Attn: Deana Stallworth, 221 Palafox Place, Suite 420, Pensacola, Florida 32502.
IF ALL REQUIRED INFORMATION IS NOT ATTACHED, THIS MAY RESULT IN DENIAL OF THE APPLICATION FOR EXEMPTION

Note: Please do not begin a project before an Ordinance has been established.

For questions or assistance, please contact Deana Stallworth, deana_stallworth@myescambia.com or 850-595-3935.

AD VALOREM TAX EXEMPTION - SUPPLEMENTAL APPLICATION
GENERAL INFORMATION & INSTRUCTIONS

The Economic Development Ad Valorem Tax Exemption Application, DR418, **MUST** accompany this form. In order for the application to be accepted, all applicable areas **MUST** be completed. Applications must be **FILLED OUT COMPLETELY, SIGNED and DATED** to be accepted by this Office. Place" N/A" for items that do not apply. **All incomplete applications will be returned, causing a delay in consideration.** [PLEASE PRINT OR TYPE ALL REQUESTED INFORMATION]

TERMS

NEW BUSINESS – A business or organization, newly domiciled in Escambia County, paying an average wage for such new jobs that are above the average wage in the area.

BUSINESS EXPANSION – The enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increase the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.

CAPITAL INVESTMENT – The acquisition of a fixed asset that is anticipated to have a long life of use before it has to be replaced or repaired.

PROJECTED NUMBER OF JOBS - Jobs foreseen in the future within one (1) year of application.

ENTERPRISE ZONE – An Escambia County designated area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence. [Escambia County has designated Enterprise Zones]

MANUFACTURED EQUIPMENT - Any new or used equipment that is used in the direct production manufacture, fabrication, assembly, extraction, mining, processing refining, or finishing of other tangible personal property including, equipment used to dispose of solid waste or hazardous waste into energy or other useful products.

R&D EQUIPMENT – Equipment consists of laboratory equipment, research and development equipment, computers and computer software, telecommunications equipment or testing equipment used in research and development activities devoted, directly and exclusively, to experimental or laboratory research and development of new products new uses or exiting products or improving or testing existing products.

EXPLANATION

AVERGE WAGE/SALARY - Average salary/wage for NEWLY created jobs.

GROSS ANNUAL PAYROLL – Gross Annual Payroll for NEWLY created jobs.

CURRENT NUMBER OF EMPLOYEES – Number of employees BEFORE the business expansion.

JOB CLASSIFICATION – Classifications for the NEWLY created jobs.

WAGE RATE – Wage rate for the NEWLY created jobs.

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ONLY include Full-Time Regular Employees of the applicant; NOT contract, temporary or part-time employees. All job creation projections should be within one year of application. Applicant will be notified in writing if request for exemption is granted or denied.

ATTACH: Proof of Gross Payroll ["current" Quarterly Unemployment Reports] List of Capital Investments Claimed; Legal Description of Property and any supporting documents. If there are multiple worksites, ONLY include information that pertains to the site you are seeking the Exemption on.

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For questions or assistance, please contact Deana Stallworth, deana_stallworth@myescambia.com or 850-595-3935.

DATE: 06/29/2020	
APPLICANT: Navy Federal Credit Union	
NAME OF BUSINESS:	Navy Federal Credit Union Greater Pensacola Operations
LOCATION OF BUSINESS:	5550 Heritage Oaks Drive
CITY	Pensacola
STATE	Florida
ZIP CODE	32526

ESCAMBIA COUNTY SUPPLEMENTAL EDATE EVALUATION FORM

THIS APPLICATION IS FOR A BUSINESS THAT WILL:

- [ ] Create **LESS THAN** 150 "NEW" jobs
- [X] Create **MORE THAN** 150 "NEW" jobs
- [ ] Be in a County designated Enterprise Zone

CAPITAL INVESTMENT Capital Investment *is the acquisition of fixed assets that is anticipated to have a long life of use before it has to be replaced or repaired. Capital investment is made any time a company purchases goods that will benefit the operation of the business, but will not be used to cover the operational costs of the business. Please do not include land.*

	Capital Investment (check one)
Under $1 Million	
$1 –$5 Million	
Over $5 Million	X
Total Capital Investment$	Over $900M

PLEASE LIST CAPITAL INVESTMENTS

(Note: Add additional sheet if necessary)

LIST THE "ANTICIATED" AMOUNT AND TYPE OF MAJOR CAPITAL INVESTMENT TO BE MADE BY THE APPLICANT IN CONNECTION WITH THIS NEW BUSINESS OR BUSINESS EXPANSION.

NEW BUSINESS *(Facility Where Exemption Is Requested)*	Employees (check one)
Under 25 Employees	
25 – 50 Employees	
51 -100 Employees	
Over 100 Employees	
How Many "New" Employees?	

BUSINESS EXPANSION *(Facility Where Exemption Is Requested)*	Employees (check one)
Under 25 Employees	
25 – 50 Employees	
51 -100 Employees	
Over 100 Employees	X
How Many "New" Employees?	

WHAT IS THE BUSINESS INDUSTRY?	Credit Union Financial Services

CAPITAL INVESTMENT

(Add additional sheet if necessary)

	Year1	Year2	Year3
Construction/Renovation	$	$	$
Manufacturing Equipment	$	$	$
R&D Equipment	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$
Total Capital Investment	$	$	$

"PROJECTED" NUMBER OF ADDITIONAL EMPLOYEES *(Within One Year of Original Application)*	# 500 new jobs expected in 2020
AVERAGE WAGE/SALARY	$ $54,000 est.
GROSS ANNUAL PAYROLL	$ $500M est.
"CURRENT" NUMBER OF EMPLOYEES	# 7,409 as of 5/25/20

IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE? [ ] YES [X] NO

Does Business presently participate in the QTI Refund Program?

[ ] YES [X] NO

ITEM:	COST:	JOB CLASSIFICATION: *(Add additional sheet if necessary)*	Average SALARY$
Original Campus	$ 288,378,467		$ est avg $54,000
Phase I - B5/6/Commons/CEP2	$ 241,626,719		$ est avg $54,000
Phase II - B7/Amenities/PD3	$ 375,618,303		$
Total	$ 905,623,489+		$

(Add additional sheet if necessary)

WAGE RATE$	Please check one:
Below Area Average Wage	
Average Wage	
Above Average Wage	X

Signature of Applicant (Business Representative)

Keith Hoskins, Senior Vice President

Printed Name

STATE OF FLORIDA
COUNTY OF Escambia

Sworn to (or affirmed) and subscribed before me this 29th day of June, 2020, by (name of person making statement).

My commission expires: 1/24/23

Kirsten L. Watson
NOTARY PUBLIC

(NOTARY SEAL)

KIRSTEN L. WATSON
MY COMMISSION # GG 294975
EXPIRES: January 24, 2023
Bonded Thru Notary Public Underwriters

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

EDATE "ANNUAL" RENEWAL PROCESS

CONTACT INFORMATION

(Individual responsible for renewal process)

Name of Business:	Navy Federal Credit Union					
Name and Title of Contact Person :	Name:	Kara Cardona		Title: SVP	Senior Vice President	
Phone # with area code:	Area Code:	850	Phone #:	912-0104		
Mailing Address:	5550 Heritage Oaks Drive					
City:	Pensacola		State: FL		Zip Code:	32526
E-Mail Address:	Kara_Cardona@navyfederal.org					

Name of person completing this form: Kara R. Cardona

Phone #: 850-912-0104

E-Mail Address: Kara_Cardona@navyfederal.org

Date: June 29, 2020

Escambia County
Clerk's Original

10/9/2014 CAT I-2

RESOLUTION NUMBER R2014-117

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS MAY GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM RECIPIENT SUBJECT TO THE REQUIREMENTS OF §§78-309-315 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION AND CORRESPONDING GRANT AGREEMENT, THE BOARD MAY AWARD AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM GRANT; PROVIDING FOR AN EFFECTIVE DATE.

Date: 10/10/2014 Verified By: [signature]

WHEREAS, the prospective business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, this prospective business expansion, currently identified as "Project Revolution," will increase the total number of full time jobs by approximately 140% with an average annual salary of at least $49,500.00 per year; and

WHEREAS, this prospective business expansion, Project Revolution, will include a capital investment of approximately three hundred and fifty million dollars ($350,000,000.00) to expand and equip the existing production facility; and

WHEREAS, this prospective business expansion, Project Revolution has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, this prospective business expansion, Project Revolution has also announced its determination to apply for an Economic Development Incentive Fund Program Grant from the Board of County Commissioners.

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

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

Section 2. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business EDATE applicant under §196.1995, Florida Statutes.

Section 3. That upon approval of its application, the Board of County Commissioners may grant an EDATE to this prospective business expansion, Project Revolution.

Section 4. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business applicant for an Economic Development Incentive Fund Program Grant pursuant to §§78-309-315 of the Escambia County Code of Ordinances.

Section 5. That upon approval of its application and corresponding grant agreement, the Board of County Commissioners may award an Economic Development Incentive Fund Program Grant to this prospective business expansion, Project Revolution, with an incentive of up to $1,000.00 for each new job in an amount not to exceed $500,000.00 per year.

Section 6. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 9 day of October, 2014.

Approved as to form and legal sufficiency.

By/Title:

Date: 10/7/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:
Lumon J. May, Chairperson

Date Executed
10/9/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By:

(SEAL)
SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

ADDENDUM #1
CAT I-2
10-9-2014 BCC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BCC Regular Meeting

Meeting Date:	October 9, 2014
Issue:	Resolution of Support for Economic Development Project "Project Revolution"
From:	Kristin D. Hual KH
Through:	Alison P. Rogers, County Attorney APR
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION: That the Board That the Board take the following action:

A. Adopt a Resolution expressing the Board's support for economic development prospect "Project Revolution" as a qualified Economic Development Ad Valorem Tax Exemption (EDATE) applicant and an economic development incentive fund program recipient; providing that upon approval of the requisite applications and corresponding grant agreement, the Board may grant an EDATE and award an economic development incentive fund program grant to Project Revolution.

B. Authorize the Chairman to execute the Resolution.

BACKGROUND: As provided in the Resolution, the prospective business expansion, "Project Revolution" will increase the total number of full time jobs by approximately 140% with an average annual salary of at least $49,500.00 per year and include a capital investment of approximately three hundred and fifty million dollars ($350,000,000.00) to expand the existing operation.

BUDGETARY IMPACT: N/A

LEGAL CONSIDERATIONS/SIGN-OFF: This Resolution was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL: N/A

IMPLEMENTATION/COORDINATION: A copy of the Economic Development Ad Valorem Tax Exemption Resolution will be filed with the Escambia County Property Appraiser's Office.

ATTACHMENT: Resolution

RESOLUTION NUMBER R2014-____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS MAY GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; EXPRESSING ITS SUPPORT FOR ECONOMIC DEVELOPMENT PROSPECT "PROJECT REVOLUTION" AS AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM RECIPIENT SUBJECT TO THE REQUIREMENTS OF §§78-309-315 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION AND CORRESPONDING GRANT AGREEMENT, THE BOARD MAY AWARD AN ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM GRANT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, this prospective business expansion, currently identified as "Project Revolution," will increase the total number of full time jobs by approximately 140% with an average annual salary of at least $49,500.00 per year; and

WHEREAS, this prospective business expansion, Project Revolution, will include a capital investment of approximately three hundred and fifty million dollars ($350,000,000.00) to expand and equip the existing production facility; and

WHEREAS, this prospective business expansion, Project Revolution has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, this prospective business expansion, Project Revolution has also announced its determination to apply for an Economic Development Incentive Fund Program Grant from the Board of County Commissioners.

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

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

Section 2. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business EDATE applicant under §196.1995, Florida Statutes.

Section 3. That upon approval of its application, the Board of County Commissioners may grant an EDATE to this prospective business expansion, Project Revolution.

Section 4. That the Board of County Commissioners hereby supports and commends Project Revolution's efforts as a qualified expanding business applicant for an Economic Development Incentive Fund Program Grant pursuant to §§78-309-315 of the Escambia County Code of Ordinances.

Section 5. That upon approval of its application and corresponding grant agreement, the Board of County Commissioners may award an Economic Development Incentive Fund Program Grant to this prospective business expansion, Project Revolution, with an incentive of up to $1,000.00 for each new job in an amount not to exceed $500,000.00 per year.

Section 6. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this __ day of _____, 2014.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/7/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairperson

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

Capital Investment	Points	Navy Federal Building 7 App
Under $1,000,000.00	1	
$1,000,000.00—$5,000,000.00	3	
Over $5,000,000.00	5	5 ($375,618,303)
Number of Employees		
25—50	1	
50—100	3	
Over 100	5	5 (500 new jobs expected 2020)
Wage Rate		
Below area average	0	
Average	1	
Above average	3	3 ($54,000)

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-18211 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/06/2020
Issue: TDT Collection Data for the May 2020 Returns Collected in June 2020
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the May 2020 Returns Received in June 2020

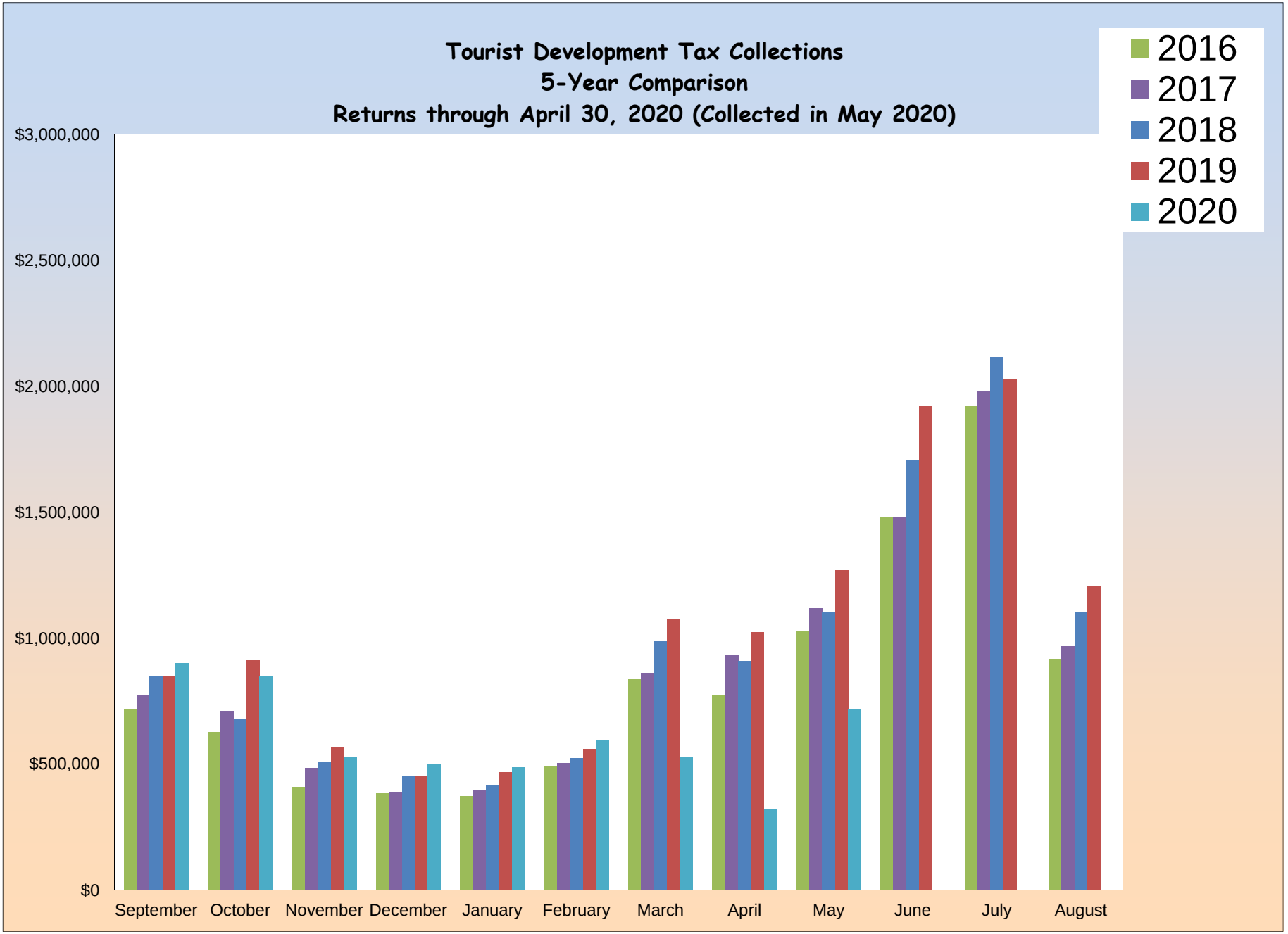
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2020 returns received in the month of June 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the fiscal year 2020; total collections for the month of May 2020 returns was $716,975.67; this is a 43.48% decrease from May 2019 returns; total collections year to date are 24.37% less than the comparable time frame in Fiscal Year 2019.

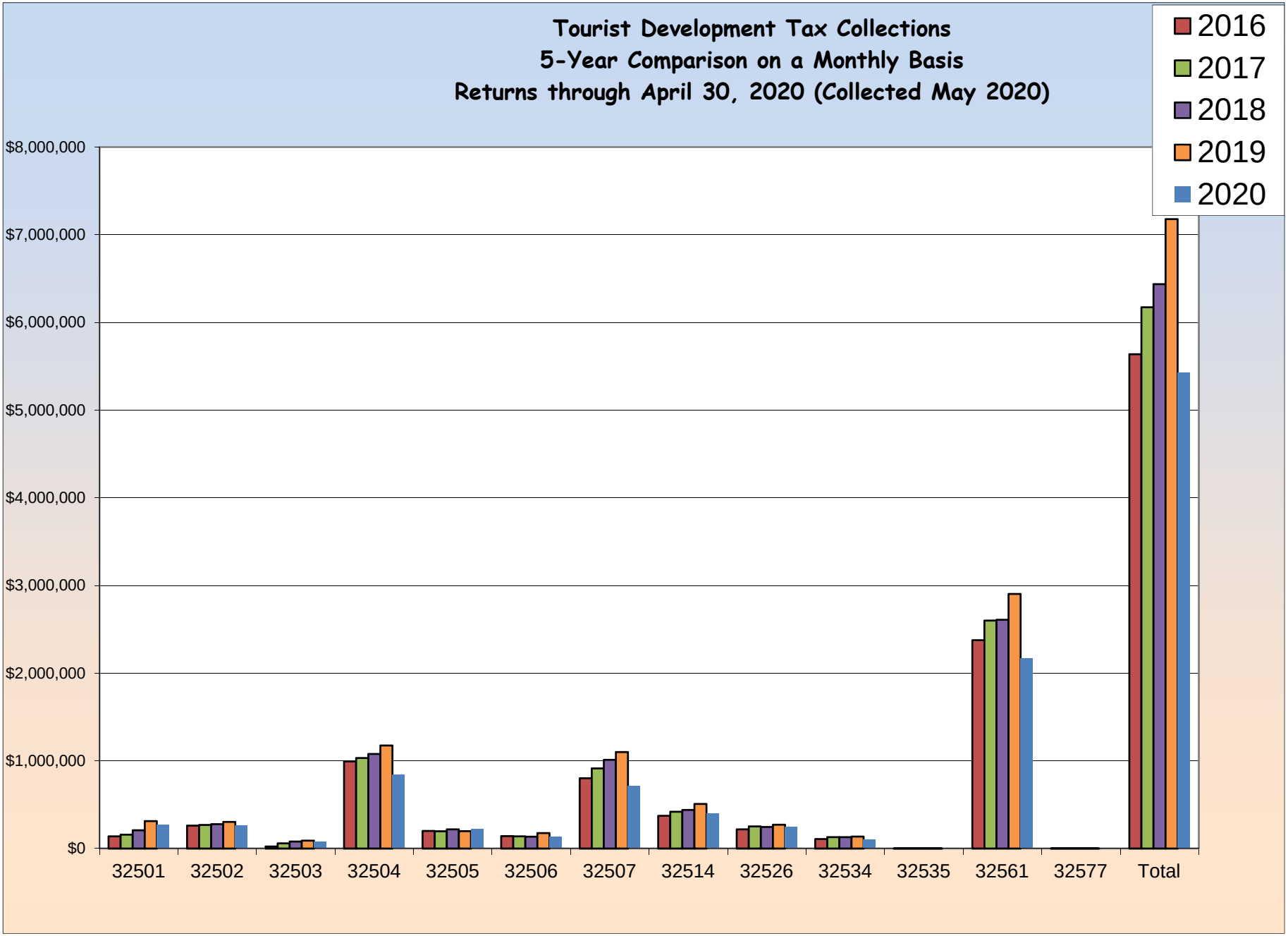
Attachments

May 2020 TDT Collections Received in June 2020

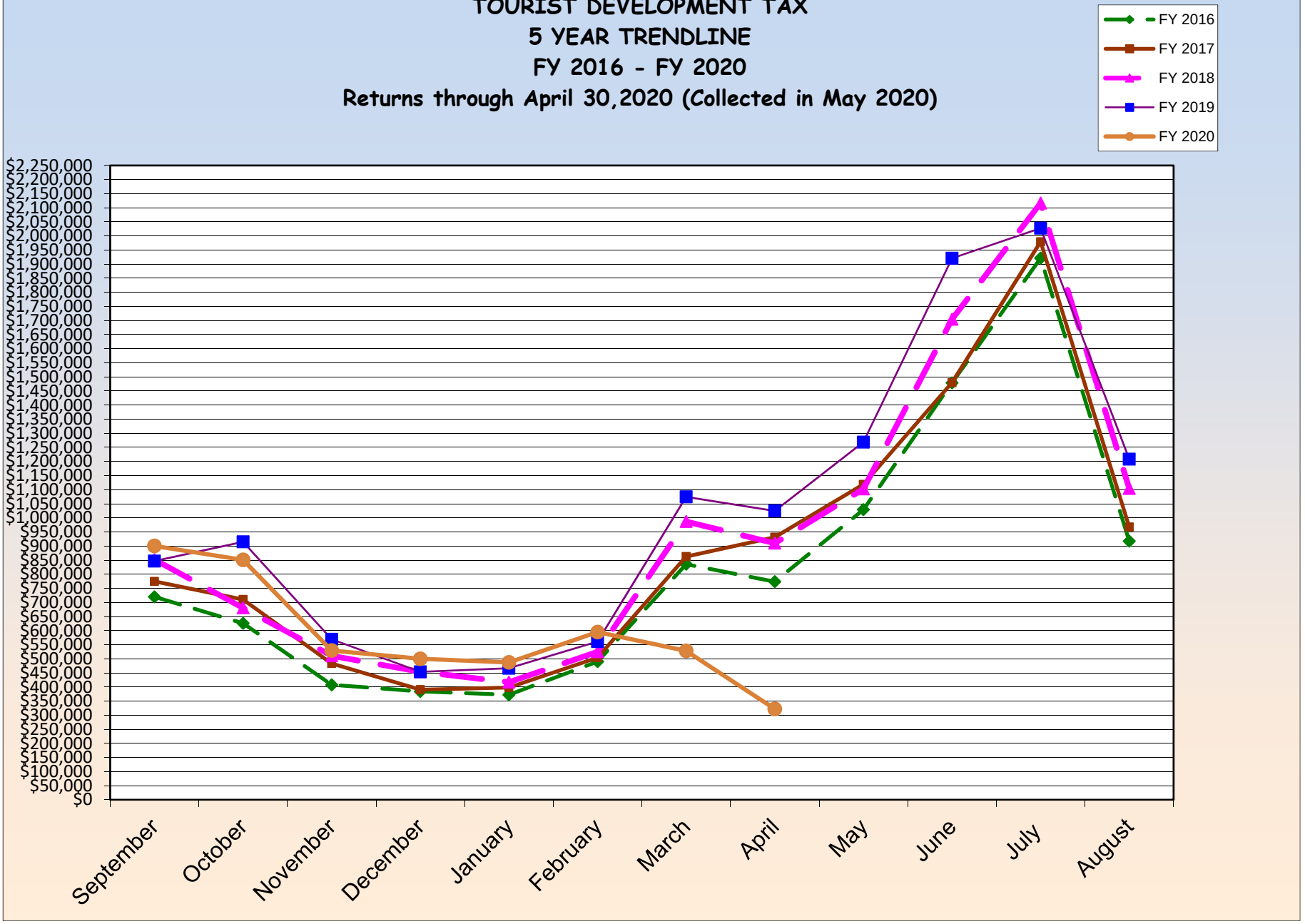
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF JUNE 2020

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	273,246	313,242	(39,996)	-13%
32502	259,001	304,054	(45,053)	-15%
32503	75,154	90,260	(15,106)	-17%
32504	843,779	1,175,076	(331,297)	-28%
32505	217,879	197,661	20,218	10%
32506	134,689	176,715	(42,026)	-24%
32507	711,878	1,100,665	(388,787)	-35%
32514	396,464	508,640	(112,176)	-22%
32526	242,251	271,274	(29,023)	-11%
32534	102,720	136,250	(33,530)	-25%
32535	1,991	1,628	363	22%
32561	2,169,746	2,903,268	(733,522)	-25%
32562	-	-	-	0%
32577	$ 276	249	27	11%
Total	**$ 5,429,074**	**$ 7,178,982**	**$ (1,749,908)**	-24%


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2020 (Collected in May 2020)
2016
2017
2018
2019
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


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through April 30, 2020 (Collected May 2020)
2016
2017
2018
2019
2020
$8,000,000
$7,000,000
$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
Total

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through April 30,2020 (Collected in May 2020)



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

	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
10/19	$ 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%
05/20	$ 13,254	4%	$ 4,013	1%	$ 4,346	1%	$ 48,656	15%	$ 23,286	7%
06/20	$ 32,686	5%	$ 9,286	1%	$ 10,818	2%	$ 96,487	13%	$ 38,160	5%
Total	**$ 273,246**	**5%**	**$ 259,001**	**5%**	**$ 75,154**	1%	**$ 843,779**	**16%**	**$ 217,879**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & 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%
05/20	$ 8,090	3%	$ 22,067	7%	$ 26,355	8%	$ 28,968	9%	$ 7,077	2%
06/20	$ 21,290	3%	$ 74,329	10%	$ 47,771	7%	$ 42,279	6%	$ 15,262	2%
Total	**$ 134,689**	2%	**$ 711,878**	13%	**$ 396,464**	7%	**$ 242,251**	4%	**$ 102,720**	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
10/19	$ 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%
05/20	$ 181	0%	$ 135,576	42%	$ -	0%	$ 100	0%	$ 321,968	100%
06/20	$ 400	0%	$ 328,205	46%	$ -	0%	$ 2	0%	$ 716,976	100%
Total	**$ 1,991**	0%	**$ 2,169,746**	40%	**$ -**	0%	**$ 276**	0%	**$ 5,429,074**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF JUNE 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%
05/19	**43,737**	4%	**41,551**	4%	**12,653**	1%	**149,918**	15%	**23,995**	2%
06/19	**47,530**	4%	**47,539**	4%	**15,211**	1%	**166,944**	13%	**36,439**	3%
Total	**313,242**	**4%**	**304,054**	**4%**	**90,260**	1%	**1,175,076**	**16%**	**197,661**	**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%
05/19	**22,567**	2%	**150,836**	15%	**62,460**	6%	**33,350**	3%	**17,293**	2%
06/19	**22,280**	2%	**213,867**	17%	**72,203**	6%	**39,488**	3%	**20,480**	2%
Total	**176,715**	2%	**1,100,665**	15%	**508,640**	7%	**271,274**	4%	**136,250**	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%
05/19	**219**	0%	**466,067**	45%	**-**	0%	**-**	0%	**1,024,645**	100%
06/19	**254**	0%	**586,236**	46%	**-**	0%	**34**	0%	**1,268,504**	100%
Total	**1,628**	0%	**2,903,268**	40%	**-**	0%	**249**	0%	**7,178,982**	

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
MAY	APR	$ 417,733	$ 447,350	$ 455,554	$ 506,593	$ 557,617	$ 580,106	$ 698,384	$ 682,509	$ 768,484	$ 241,476
JUN	MAY	$ 510,038	$ 542,048	$ 601,927	$ 679,428	$ 759,528	$ 771,756	$ 839,021	$ 826,650	$ 951,378	$ 537,732
	TOTAL	**$ 2,776,364**	**$ 3,029,694**	**$ 3,251,002**	**$ 3,404,079**	**$ 3,813,964**	**$ 4,228,050**	**$ 4,629,565**	**$ 4,827,916**	**$ 5,384,237**	**$ 4,071,805**

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 Collection	For The 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
MAY	APR	$ 139,244	$ 149,117	$ 151,851	$ 168,864	$ 185,872	$ 193,369	$ 232,795	$ 227,503	$ 256,161	$ 80,492
JUN	MAY	$ 170,013	$ 180,683	$ 200,642	$ 226,476	$ 253,176	$ 257,252	$ 279,674	$ 275,550	$ 317,126	$ 179,244
TOTAL		**$ 925,455**	**$ 1,009,898**	**$ 1,083,667**	**$ 1,134,693**	**$ 1,271,321**	**$ 1,409,350**	**$ 1,543,188**	**$ 1,609,305**	**$ 1,794,746**	**$ 1,357,268**

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-18306 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 08/06/2020
Issue: June 2020 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the June 30, 2020 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2020, as required by Ordinance Number 95-13. On June 30, 2020, the portfolio market value was $329,548,157 and portfolio earnings totaled $353,411 for the month. The short term portfolio achieved a yield of 0.97%. The long-term CORE portfolio achieved a yield of 0.27%.

Attachments

June 2020 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
June 30, 2020

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
June 30, 2020

INVESTMENT PORTFOLIO COMPOSITION

	Market Value	
SUMMARY OF INVESTMENT ALLOCATION	**May 31, 2020**	**June 30, 2020**
Bank Accounts	$18,845,200	$27,224,234
Local Government Investment Pools[1]	$109,531,788	$121,580,922
Local Government Investment Pools[2]	$25,309,236	$25,394,644
Certificates of Deposit	$62,243,228	$62,243,228
Money Market Mutual Fund	$874,530	$407,323
U.S. Treasury Bond/Notes	$61,770,309	$61,710,382
Federal Agency Bond/Note	$9,059,783	$9,719,336
Municipal Bonds	$76,266	$77,234
Asset-Backed Securities (ABS)	$711,884	$896,362
Corporate Notes	$20,680,520	$20,294,491
Total Portfolio Assets:	**$309,102,744**	**$329,548,157**
Current Month Earnings:	**$508,094**	**$353,411**
Fiscal Year to Date Earnings:	**$4,137,122**	**$4,490,533**

[1] FL PRIME, FLCLASS, FL-FIT
[2] FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	**May 31, 2020**	**June 30, 2020**
Market Value	**$215,929,452**	**$236,443,028**
Short Term Portfolio Yield:[3]	**1.13%**	**0.97%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.43%	0.33%
Fiscal YTD Earnings:	**$2,950,868**	**$3,160,531**

LONG TERM CORE PORTFOLIO:	**May 31, 2020**	**June 30, 2020**
Market Value	**$93,173,292**	**$93,105,129**
CORE Portfolio Yield to Maturity at Market:	**0.29%**	**0.27%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.18%	0.17%
CORE Portfolio Total Return:	**0.22%**	**0.08%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.07%	0.03%
Effective Duration (Years)	**1.79**	**1.77**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.90	1.82
Fiscal YTD Earnings:	**$1,186,254**	**$1,330,002**

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
June 30, 2020

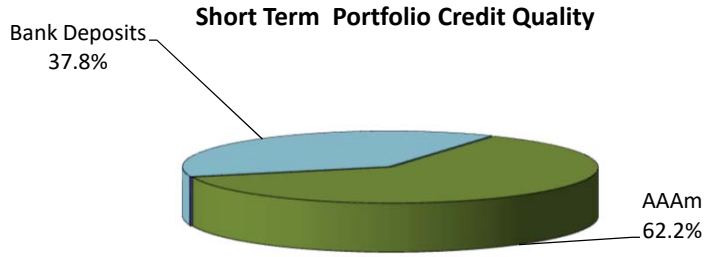
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 27,224,234	11.5%
Certificates of Deposit	62,243,228	26.3%
Local Government Investment Pools*	121,580,922	51.4%
Local Government Investment Pools**	25,394,644	10.7%
Total Short Term Portfolio Assets:	**$ 236,443,028**	100.0%

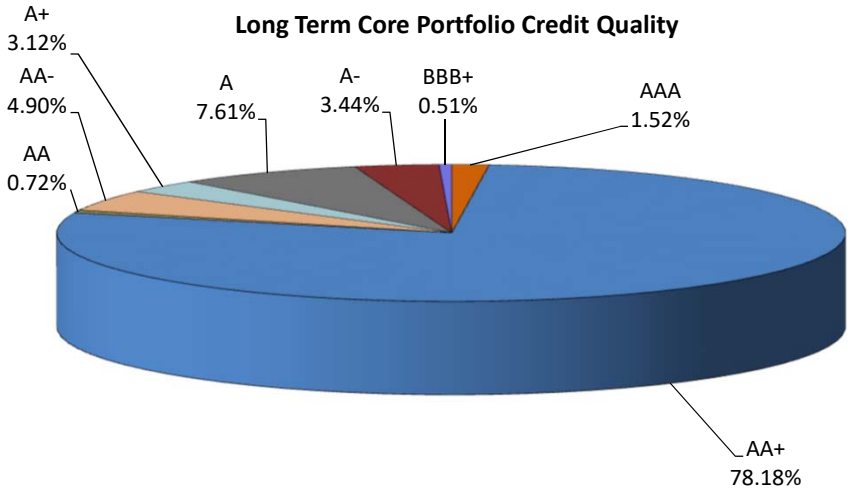
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 61,710,382	66.3%
Federal Agency Bond / Note	9,719,336	10.4%
Corporate Note	20,294,491	21.8%
Municipal Bonds	77,234	0.1%
Asset-Backed Securities (ABS)	896,362	1.0%
Money Market Mutual Fund - Federated Government	407,323	0.4%
Total Long Term Core Portfolio Assets:	**$ 93,105,129**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
June 30, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	61,710,382	18.7%	100%	Yes
Federal Instrumentalities	9,719,336	2.9%	50%	Yes
Local Government Investment Pools	146,975,566	44.6%	75%	Yes
Certificates of Deposit	62,243,228	18.9%	50%	Yes
Corporate Notes	20,294,491	6.2%	25%	Yes
State and/or Local Government Debit	77,234	0.02%	25%	Yes
Asset-Backed Securities (ABS)	896,362	0.3%	25%	Yes
Bank Accounts - Bank of America	27,224,234	8.26%	100%	Yes
Money Market Mutual Fund	407,323	0.1%	50%	Yes
Total Investment Holdings	**329,548,157**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	554,194	0.2%	5%	Yes
Amazon.com INC	364,766	0.1%	5%	Yes
American Honda Finance	666,876	0.2%	5%	Yes
Apple Inc. Corporate Notes	1,034,224	0.3%	5%	Yes
Bank of America Co	479,266	0.1%	5%	Yes
Bank Accounts - Bank of America	27,224,234	8.3%	100%	Yes
BBVA	26,041,941	7.9%	15%	Yes
Centennial Bank	5,135,227	1.6%	15%	Yes
Caterpillar Inc	751,930	0.2%	5%	Yes
Chevron Corporation Corp Notes	665,643	0.2%	5%	Yes
Cisco Systems Inc.	2,035,708	0.6%	5%	Yes
Citigroup INC	472,498	0.1%	5%	Yes
Coca-Cola Company	335,504	0.1%	5%	Yes
Deere & Company	1,033,565	0.3%	5%	Yes
Fannie Mae	4,381,523	1.3%	5%	Yes
Fidelity Institutional Government MMF	407,323	0.12%	25%	Yes
FLCLASS	5,330,244	1.6%	50%	Yes
FL-FIT	15,230,896	4.6%	50%	Yes
Florida Prime (SBA)	101,019,782	30.7%	50%	Yes
Florida Local Government Investment Trust	25,394,644	7.7%	50%	Yes
Freddie Mac	5,337,813	1.6%	25%	Yes
Honeywell International	764,305	0.2%	5%	Yes
IBM CORP	1,008,315	0.3%	5%	Yes
Intel Corporation	1,033,637	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	1,012,467	0.3%	5%	Yes
Mastercard	765,026	0.2%	5%	Yes
Merck & CO Inc	780,680	0.2%	5%	Yes
Microsoft Corporate Notes	516,443	0.2%	5%	Yes
National Rural Utilities Co Finance Corp	377,978	0.1%	5%	Yes
Nissan Auto Receivables	180,103	0.1%	5%	Yes
Oracle Corp	1,033,909	0.3%	5%	Yes
Paccar Financial Corp	140,098	0.0%	5%	Yes
Proctor & Gamble Co	684,881	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
June 30, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,912,441	7.9%	**15%**	**Yes**
State of Connecticut	77,234	0.0%	**5%**	**Yes**
State Street Corporation	1,003,070	0.3%	**5%**	**Yes**
The Bank of New York Mellon Corporation	448,187	0.1%	**5%**	**Yes**
The Walt Disney Corporation	515,810	0.2%	**5%**	**Yes**
Toyota Motor Corp	1,335,602	0.4%	**5%**	**Yes**
United Parcel Service Inc.	517,534	0.2%	**5%**	**Yes**
United States Treasury Securities	61,710,382	18.7%	**100%**	**Yes**
Visa Inc	678,637	0.2%	**5%**	**Yes**
Total Investment Holdings	**329,548,157**	**100.0%**		

AI-18335 **Clerk & Comptroller's Report 12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 08/06/2020
Issue: Recommendation Concerning Notice of Intent by the Escambia County Clerk of Court to Initiate Forfeiture Against Unclaimed Monies
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Notice of Intent by the Escambia County Clerk of Court to Initiate Forfeiture Against Unclaimed Monies

That the Board accept, for filing with the Board's Minutes, the certified proof of publication of the advertisement of the Notice of Intent by the Escambia County Clerk of Court to initiate forfeiture by September 1, 2020, against unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller, as published in the Escambia Sun Press on July 16, 2020.

Attachments

SunPress Unclaimed Money Proof

Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE **in the matter of** UNCLAIMED MONIES

CLAIM BY SEPTEMBER 1, 2020

in the _____ **Court was published in said newspaper in the issues of**

JULY 16, 2020

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC, ou=A01410D00000171E5A7746E0000AE64, cn=Michael P Driver
Date: 2020.07.16 10:50:18 -05'00'

PUBLISHER

Sworn to and subscribed before me this 16TH **day of** JULY **A.D.,** 2020

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC, ou=A01410D00000171E5ABA6670000AE70, cn=Heather Tuttle
Date: 2020.07.16 10:50:46 -05'00'

HEATHER TUTTLE
NOTARY PUBLIC

NOTARY PUBLIC
HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2024
Commission No. HH4627

*** LEGAL NOTICE BEGINS ON PAGE 2 ***

LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2020. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

OWED TO	AMOUNT	DEFENDANT	CASE NUMBER
ABNEY, LAINIE S	30.00	JURY	
ACKERMAN, STEPHAN D	15.00	JURY	
AGEE, JASMINE BREANA	100.00	AGEE, JASMINE BREANA	2017 MM 003528 A
AJIBOLA, OLUWATOBI	15.00	JURY	
ALBARES, JESSE R	19.00	ALBARES, JESSE R	2018 MM 000752 A
ALBERT, SHUNDY L	15.00	JURY	
ALBERTSONS	126.42	FRITZ, DAVID J	1990 MM 006895 A
ALDERMAN, MARY S	15.00	JURY	
ALEXANDER, RASHEDA A	15.00	JURY	
ALIGOOD, DAMON C	15.00	JURY	
ALLEN JR, JOHN M	15.00	JURY	
ALLEN, DE'SHAUN O	15.00	JURY	
ALLEN, DESTINY V	30.00	JURY	
ALLEN, MCLAIN C	15.00	JURY	
ALLEN, MICHAEL P	15.00	JURY	
ALLSWORTH, MICHAEL L	15.00	JURY	
AMANN, CARISSA D	15.00	JURY	
AMERPOHL, ZACHARY R	15.00	JURY	
ANDERSON, CINDRA E	15.00	JURY	
ANDERSON, RACHEL M	15.00	JURY	
ANDERSON, TERESA L	75.00	JURY	
ANDERSON, TIA N	15.00	JURY	
ANDREW, CHRISTIAN J	45.00	JURY	
ANGELES, JUNE S	15.00	JURY	
ANGLIN, LINDA S	15.00	JURY	
ANTHONY, MICHELE L	15.00	JURY	
ANTIONE-GRANDISON, GEEQUAWN M	15.00	JURY	
APLIN, DUSTY R	15.00	JURY	
ARMSTRONG JR, CHARLES L	30.00	JURY	
ASHCOM, DONNA A	15.00	JURY	
ASTLEY, DEREK I	15.00	JURY	
AVANT, MONEKE T	15.00	JURY	
AYCOCK, JORDAN L	15.00	JURY	
BAGGETT, CLIFFORD	222.00	2015 CJ 000305 A	
BAGGETT, DANIEL J	15.00	JURY	
BAGGETT, WESLEY G	15.00	JURY	
BAILES, JOHN A	15.00	JURY	
BAILEY, CARSON R	30.00	JURY	
BAIRD, JEREMY W	15.00	JURY	
BALDWIN, HENRY J	15.00	JURY	
BALDWIN, JESSICA M	15.00	JURY	
BALDWIN, RAYMOND K	15.00	JURY	
BALL, BENJAMIN K	30.00	JURY	
BALLESTEROS, BRANDON M	15.00	JURY	
BANKS, CHELSEA L	15.00	JURY	
BARFIELD, DAVID A	15.00	JURY	

Sworn to and subscribed before me this 16TH **day of** JULY **A.D.,** 2020

Heather Tuttle

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC, ou=A01410D00000171E5ABA6670000AE70, cn=Heather Tuttle
Date: 2020.07.16 10:50:53 -05'00'

HEATHER TUTTLE
NOTARY PUBLIC

HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2024
Commission No. HH4627

BARNES, DANNA S 30.00 JURY
BARNES, LINDSAY N 15.00 JURY
BARNHART, ESTHER R 15.00 JURY
BARRAGAN, NADINE N 15.00 JURY
BARSUHN, BLAYNE R 15.00 JURY
BASS, BRANDON T 30.00 JURY
BATES, MICHAEL A 15.00 JURY
BAUDENDISTEL, DONNA 15.00 JURY
BAXTER, TYLER R 15.00 JURY
BEACH, MATTHEW C 15.00 JURY
BEADLE, GARY 30.00 JURY
BENBOW, BRYAN L 15.00 JURY
BENJAMIN SR, REGINALD P 15.00 JURY
BENJAMIN, WYDERRICK D 15.00 JURY
BERGERON, CHERYL L 30.00 JURY
BERGGREN, ALINA M 15.00 JURY
BERGSTROM III, GEORGE H 15.00 JURY
BERRY, AMY K 15.00 JURY
BETTIES, NOLAN G 15.00 JURY
BEVILLE, TRISTAN E 15.00 JURY
BEY, SHANOON 16.00 BEY, SHANOON 2015 NC 000010
BILES, MARK D 15.00 JURY
BIONDOLILLO, CARL P 15.00 JURY
BLAKE, CLAYTIN A 15.00 JURY
BLANCHARD, JOHN A 15.00 JURY
BLEAM JR, JOHN D 15.00 JURY
BLECKWENN, BRANDON 15.00 JURY
BLEWER, CHERYL E 15.00 JURY
BLUNDELL, ALBERT L 15.00 JURY
BOCCIA, JONATHAN M 15.00 JURY
BODIFORD, JAZMINE D 15.00 JURY
BOHANAN, DAMIEN D 15.00 JURY
BOLDEN, DEBORAH H 15.00 JURY
BOLTZ, CHAD E 15.00 JURY
BOND, TABITHA S 15.00 JURY
BONILLA, D'ELIA D 15.00 JURY
BOOKER JR, TIMOTHY R 15.00 JURY
BOOTH, SYLVIA T 15.00 JURY
BOREN, COURTNEY R 15.00 JURY
BOULANGER, JOHN A 15.00 JURY
BOULIN, RALPH C 15.00 JURY
BOURDON, GARRETT S 15.00 JURY
BOURGEOIS, JEREMY D 15.00 JURY
BOWEN JR, BILLY N 15.00 JURY
BOWEN, JOSEPH JOSHUA 2.00 BOWEN, JOSEPH JOSHUA
2018 MM 000261 A
BOWEN, MICHAEL J 15.00 JURY
BOWEN, SUZANNE M 15.00 JURY
BOYD, CYNTHIA J 15.00 JURY
BOYD, HELEN R 15.00 JURY
BOYD, STEPHEN M 15.00 JURY
BOYKIN, LATOYA M 15.00 JURY
BRADSELL, TYLER M 15.00 JURY
BRAKE, DAWN S 15.00 JURY
BRANDHORST, MICHELLE J 15.00 JURY
BRIGHAM, BETHINA L 15.00 JURY
BRILL, JANET M 30.00 JURY
BRILL, WYATT A 15.00 JURY
BRITT, BACARDI R 15.00 JURY
BROCK, DONALD RYAN 18.00 FINN, ANNELIESE KAGAN
2018 CT 000032
BROOKS, ANGELIQUE M 15.00 JURY
BROOKS, JAMES C 75.00 JURY
BROOME, CHRISTOPHER D 15.00 JURY
BROWN, AMBER H 15.00 JURY

Sworn to and subscribed before me this 16TH **day of** JULY **A.D.,** 2020

Heather Tuttle

Digitally signed by Heather Tuttle
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Date: 2020.07.16 10:51:01 -05'00'

HEATHER TUTTLE
NOTARY PUBLIC

HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2024
Commission No. HH4627

BROWN, BENJAMIN J 15.00 JURY
BROWN, BRENDA L 15.00 JURY
BROWN, CONNOR S 15.00 JURY
BROWN, DAKOTA G 15.00 JURY
BROWN, DECARLOS L 15.00 JURY
BROWN, FREDERICK D 1,000.00 FRANKLIN, TAMARA S
2017 MM 003139 A
BROWN, JASON V 15.00 JURY
BROWN, MICHAEL D 15.00 JURY
BROWN, RICHARD E 15.00 JURY
BROWN, RONDAL W 15.00 JURY
BROWN, TAYLOR J 15.00 JURY
BROWN, TIJUANA D 15.00 JURY
BROWN, WADE D 15.00 JURY
BROWNE, BRONWYN B 15.00 JURY
BRUN, DAVID W 15.00 JURY
BRUNNER, WILLIAM T 15.00 JURY
BRUNOS 14.86 SHOEMAKER, JOHN IASSAC 2009 MM 000685 A
BRYAN, MICHAEL J 15.00 JURY
BRYANT, SONYA R 15.00 JURY
BRYANT, YOLANDA B 15.00 JURY
BRYE, LEFONZO D O 102.07 MIDDLETON, TIMBERLINE
2017 MM 004521 A
BRYE, LEFONZO D O 71.73 MIDDLETON, TIMBERLINE
2017 MM 004523 A
BRYE, LEFONZO D O 99.78 MIDDLETON, TIMBERLINE
2017 MM 004525 A
BURDEN, KIARA 159.50 COOPER, BAMBERLY SADE
2018 MM 000862 A
BURGNER, BROCK E 15.00 JURY
BURKE, SHANE D 15.00 JURY
BURKETT, JAMES C 15.00 JURY
BURLESON, JACLYN A 15.00 JURY
BUTLER, JAMES T 15.00 JURY
BUTLER, JESSICA S 15.00 JURY
BUZANOWSKI, THEODORE 15.00 JURY
BYNUM, MONTAGUE D 15.00 JURY
BYRD, AARON J 45.00 JURY
BYRD, SEAN P 15.00 JURY
CABRERA, GRACHELLE ANNE S 15.00 JURY
CAJIPE, HERMES L 15.00 JURY
CALLAHAN, ZACHARY J 15.00 JURY
CAMPBELL JR, TYRONE L 15.00 JURY
CANCELLARE, MARY M 15.00 JURY
CARDEN, JAMES R 15.00 JURY
CAREY, JENNIFER E 15.00 JURY
CARLSON, DAVID D 15.00 JURY
CARNLEY, JARED W 15.00 JURY
CARPENTER, CATHERINE ALANA 18.00 CARPENTER,
CATHERINE ALANA 2017 TR 010169 IUTC
CARRASQUILLO, ANTONIO R 15.00 JURY
CARROLL, CHRISTOPHER P 15.00 JURY
CARROLL, JACOB E 15.00 JURY
CARROLL, ROXANNE D 15.00 JURY
CARTER, DAVID A 15.00 JURY
CASH, DANIEL A 15.00 JURY
CASH, TERRIE A 15.00 JURY
CASHMAN JR, RICKY J 15.00 JURY
CATALANI, CONNOR D 15.00 JURY
CATCHES, MELANIE E 15.00 JURY
CHAMBERS, KENNETH 250.00 CHAMBERS, KENNETH
2015 MM 003692 A
CHAMPION, BRITTANY A 30.00 JURY
CHANCELLOR, CHRISTOPHER T 15.00 JURY
CHANCELLOR, MALCOLM D 15.00 JURY

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CHANCEY, CHARLES A 15.00 JURY
CHECKMATE 120.00 GOOD, CHERYL 2016 MM 006126 A
CHECKMATE 46.51 DALE, CRYSTAL AMANDA 2018 MM 000827 A
CHILDERS III, WILLIAM C 15.00 JURY
CHONOLES, JOSIE M 45.00 JURY
CLARK, CYNTHIA W 30.00 JURY
CLARK, KEVIN R 15.00 JURY
CLARK, THOMAS A 15.00 JURY
CLARK, WALTER 15.00 JURY
CLICK, STEPHEN J 30.00 JURY
CLINARD, GARY R 15.00 JURY
CLIPPER, DIANNE H 15.00 JURY
COATS, JAKE L 30.00 JURY
COLE, CHRISTOPHER A 15.00 JURY
COLLINS, STEPHANIE R 15.00 JURY
COLONY TAYLOR S 15.00 JURY
COLQUITT JR, TONY D 15.00 JURY
COLTRANE, BEVERLY B 15.00 JURY
COLVILLE, SAUNDRA F 15.00 JURY
COMER, KENTRELL L 15.00 JURY
CONFUSIONE, TRINA 15.00 JURY
CONRADY, HANK W 30.00 JURY
CONTREARAS, MA ISABEL 100.00 CONTREARAS, MA ISABEL
2018 MM 002510 A
CONVERSE, ELIZABETH A 15.00 JURY
COOK, BENJAMIN E 15.00 JURY
COOKE, DAVID A 15.00 JURY
COOLER JR, SAMUEL 15.00 JURY
COOPER, KERRION J 15.00 JURY
CORKHILL, KRYSTAL 19.00 YOUNG, THOMAS JOSEPH
2018 MM 001035 A
CORRALIZA, ALADINO 15.00 JURY
CORREA, JOSE A 15.00 JURY
COTTER, ASHLEY A 15.00 JURY
COTTER, IAN A 15.00 JURY
COUNTRYMAN 2, JACKIE D 15.00 JURY
COURSEY, JACK K 15.00 JURY
COURTNEY, DONOVAN E 15.00 JURY
COVAN JR, EMORY L 15.00 JURY
COVINGTON, SARAH E 15.00 JURY
COYLE GOODWIN, BETH A 15.00 JURY
CRAIG, CASSIE D 15.00 JURY
CRAMER, DAVID A 15.00 JURY
CRAVENS, RENEE M 15.00 JURY
CRAWFORD, AMBER B 15.00 JURY
CRENSHAW, SANDRA Y 15.00 JURY
CRITTENDEN, KATHY M 15.00 JURY
CROMWELL JR, CARLOS H 15.00 JURY
CROWLEY, COLTEN T 15.00 JURY
CRUMBS, ENRIQUE A 15.00 JURY
CRUMPLER JR, JESSE H 15.00 JURY
CSD REALTY INC 875.00 ATKINS, SERENA YOLANDA
2004 MM 007197 A
CUMMINGS, REBECCA A 15.00 JURY
CUNNINGHAM, JEREMY L 15.00 JURY
CUNNINGHAM, LASHAUNDRIA S 15.00 JURY
CUPP, BILLIE R 15.00 JURY
CURTIS, SAMMY LEE 19.00 CURTIS, SAMMY LEE
2017 MM 002890 A
DAMPIER, CHRISTOPHER M 15.00 JURY
D'ANGELO, VICTORIA A 30.00 JURY
DANIELS, DEMARIUS J 15.00 JURY
DAVIS, DYANA L 15.00 JURY
DAVIS, JEANNE G 15.00 JURY
DAVIS, JUDITH N 15.00 JURY

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DAVIS, LATIFAH Y 15.00 JURY
DAVIS, QUINTAWIA Q 15.00 JURY
DAVIS, SANDRA O 15.00 JURY
DAVIS, TAYLOR L 15.00 JURY
DE SAINT PHALLE, THERESE M 15.00 JURY
DEAN, SHIRLEY B 15.00 JURY
DEBSKI, MELANIE T 15.00 JURY
DEEMIE, STACY L 15.00 JURY
DEFOE, BRANDON ANTHONY 19.00 DEFOE, BRANDON ANTHONY 2017 MM 001445 A
DELUNA, DONNIE S 15.00 JURY
DENNISON, BRITTANY E 15.00 JURY
DESPOSITO, LAURA KAY 141.00 DESPOSITO, LAURA KAY 2017 MM 003619 A
DEWSNAP, JASON G 15.00 JURY
DIAZ, CHERYL A 15.00 JURY
DICKEY, COLLEEN V 15.00 JURY
DICKSON, KATHERINE S 15.00 JURY
DILLON, MANDY E 15.00 JURY
DOBBINS, ASHLEY M 15.00 JURY
DONADO, KIMBERLY L 15.00 JURY
DORIA, NICHOLAS A 15.00 JURY
DOROMAL, ROGER L 15.00 JURY
DOROUGH, DEBORAH D 15.00 JURY
DOTSON, TIFFANY L 15.00 JURY
DOTY, PATTI B 15.00 JURY
DOWD, AMANDA F 15.00 JURY
DOWNS JR, LARRY M 15.00 JURY
DOYLE, DAMON A 15.00 JURY
DOYLE, DAVID E 15.00 JURY
DOYLE, KRISTIN 25.00 DOYLE, KRISTIN 2015 MM 005059 A
DRAGUTSKY, JASON S 100.00 MERRITT, CRISELDA 2015 CA 001151
DRAPER DALE, JEREMY E 15.00 JURY
DRINKWATER, ERNEST J 15.00 JURY
DUCHENE, MICHAEL R 15.00 JURY
DUCK, TARIS L 15.00 JURY
DUKES, KING D 15.00 JURY
DUNAWAY, ALYSSA M 15.00 JURY
DURANT, HOLLY A 15.00 JURY
EDELE, NICHOLAS L 15.00 JURY
EDWARDS, APRIL D 15.00 JURY
EDWARDS, AUSTEN E 15.00 JURY
EDWARDS, MICHAEL D 15.00 JURY
EDWARDS, TANEQUE A 15.00 JURY
EGAN, MICHAEL P 15.00 JURY
ELIAS, ADRIANA IRAIS 250.00 ELIAS, ADRIANA IRAIS 2017 CT 000893
ELLERBY, WILLIAM T 15.00 JURY
ELLIOT, LEE F 15.00 JURY
ELLIS, AMBER W 30.00 JURY
ELLIS, LATOYA A 15.00 JURY
ELLSWORTH, JOSEPH E 15.00 JURY
ELMORE, NANCESCA G 45.00 JURY
ELROD, CLYDE H 15.00 JURY
ENDERSON, MICHAEL H 15.00 JURY
ENDSLEY, JOSHUA C 15.00 JURY
ENGLEHART, CRAIG R 15.00 JURY
ENRILE, ALYSSA M 15.00 JURY
ESCALANTE, ANTHONY J 15.00 JURY
ESPEJO, DONALD P 15.00 JURY
EVANS, JOHN E 15.00 JURY
EVANS, MONICA S 15.00 JURY
EZELL, HENRY E 15.00 JURY
FAIRCLOTH, SAMUEL D 15.00 JURY

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FARRAND, CHRISTOPHER W 15.00 JURY
FAULCON, DAMON 15.00 JURY
FAULKNER, TERESA C 15.00 JURY
FERGUSON, KELLY D 30.00 JURY
FERLAZZO JR, GEORGE J 15.00 JURY
FERRARA, JULIE B 15.00 JURY
FERRELL, ANDREW S 15.00 JURY
FEW, WILLIAM E 15.00 JURY
FIELD, ADAM M 15.00 JURY
FIKE, MORGAN G 15.00 JURY
FINN, ANNELIESE KAGAN 19.00 FINN, ANNELIESE KAGAN 2017 TR 039877 IUTC
FLEITZ, WILLIAM L 30.00 JURY
FLOYD, DANIEL R 15.00 JURY
FORD, AMANDA J 15.00 JURY
FORD, VINITA D 15.00 JURY
FORRINGER, DELORES A 15.00 JURY
FOWLER, DONTAE J 15.00 JURY
FRANCIS, CHRISTY M 15.00 JURY
FRANTZ, HUNTER C 15.00 JURY
FREEMAN JR, MELVIN E 105.00 JURY
FREEMAN, JACOB B 15.00 JURY
FREEMAN, KRISTEN A 30.00 JURY
FREEMAN, STEVE B 15.00 JURY
FRENCH, ROBERT C 15.00 JURY
FRISON, ANGELA R 15.00 JURY
FROST, BARRY E 15.00 JURY
GADDY, DONALD J 15.00 JURY
GALINDO, ALEJANDRO G 15.00 JURY
GALLION, BRIANNA L 15.00 JURY
GARDNER, CHRISTOPHER NORMAN 46.50 2013 CJ 000674 A
GARDNER, COVO L 15.00 JURY
GARDNER, TAVARES R 15.00 JURY
GARRETT, ANDREW R 15.00 JURY
GASSMANN, MATTHEW I 15.00 JURY
GEMORAW, BETHELEHEM S 15.00 JURY
GIBSON, RYAN M 30.00 JURY
GILES, JOSHUA H 15.00 JURY
GISLASON, STEFAN PHILLIP 1,000.00 GISLASON, STEFAN PHILLIP 2018 MM 007170 A
GITTINGS, TIFFANI F 15.00 JURY
GLADSTONE, ROGER 100.00 HAMILTON, MARY R 2015 CA 001155
GLENN, CHRISTOPHER W 15.00 JURY
GOLDSTON, GRACE A 15.00 JURY
GONZALES, EMILY S 15.00 JURY
GONZALES, MARISSA R 15.00 JURY
GONZALEZ, EDUARDO 250.00 PEREZ, MIGUEL 2016 CT 000289
GOOLSBY JR, RONALD C 15.00 JURY
GORDON, ANTHONY R 15.00 JURY
GOULD, SCOTT W 15.00 JURY
GRACE, JOHN W 15.00 JURY
GRAY, JACKEE LASHAE 50.00 GRAY, JACKEE LASHAE 2011 MM 026432 A
GREEN, CHASE E 15.00 JURY
GREEN, VERNON L 15.00 JURY
GREENE, COREY J 15.00 JURY
GREENE, HALEY J 15.00 JURY
GREGORY, KEIAMBRA D 15.00 JURY
GRIFFIN, DOROTHY M 15.00 JURY
GRIFFITH, JAMES S 15.00 JURY
GRIFFITH, MALCOLM 100.00 WARREN, COLIN R 2017 MM 003045 A
GROSS, NATHAN A 120.00 JURY
GULF STATES RECYCLING 14.25 2012 CJ 000266 A

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GUROSKY, RICKY N 15.00 JURY
GUY, DANIEL M 15.00 JURY
HADDEN, BRENDA D 15.00 JURY
HADDEN, JOSHUA E 15.00 JURY
HAGG, KIMBERLY R 15.00 JURY
HALL, PATRICIA S 15.00 JURY
HALL, TIMERIAN T 15.00 JURY
HALLDORSSON, LORNA B 15.00 JURY
HALLDORSSON, LORNA B 15.00 JURY
HALSEY, SUZANNA 15.00 JURY
HALTER, CHRISTOPHER J 15.00 JURY
HALTER, SARAH V 15.00 JURY
HAMMOCK, MICHAEL C 15.00 JURY
HAMPTON, ADAM K 15.00 JURY
HANCOCK, KRYSTAL L 15.00 JURY
HANKS, CHARLES H 15.00 JURY
HANNA, BRITTANY M 15.00 JURY
HANNA, MAUREEN C 15.00 JURY
HANNA, TANNER A 30.00 JURY
HARRIS, CIAN A 30.00 JURY
HARRIS, CODY D 15.00 JURY
HARRIS, JOSHUA C 15.00 JURY
HARRIS, KEIMAIYA Z 15.00 JURY
HARRIS, MANDOLYNE R 15.00 JURY
HARRIS, MARCUS D 15.00 JURY
HARRIS, MARTHA L 30.00 JURY
HARRISON, BRITTNEY L 15.00 JURY
HART, WILSON D 15.00 JURY
HARTGRAVE, GARY A 15.00 JURY
HARTLEY, RYAN W 15.00 JURY
HAUCK JR, TIMOTHY X 15.00 JURY
HAVEARD, MICHAEL J 15.00 JURY
HAWKINS, ANGELA L 30.00 JURY
HAWKS, JONATHAN E 15.00 JURY
HAYNES, MAGGIE C 15.00 JURY
HAYNES, STEVEN C 15.00 JURY
HEATHCOTE, JARED R 15.00 JURY
HEDQUIST, MARION 325.50 2008 CJ 001030 A
HEIDER, GEORGE 82.79 HEIDER, GEORGE 2017 MM 008191 A
HEILMAN, ROBERT 74.28 ISBELL, EMILY LAUREN 2012 CF 001424 A
HEIM, ELIZABETH C 15.00 JURY
HENDRICKS, DANIEL LEE 26.75 2013 CJ 000748 A
HENRY, LINDA C 15.00 JURY
HENRY, RODELIO S 15.00 JURY
HENRY, SUSAN 195.86 2014 CJ 000987 B
HERBERT, NICOLE W 15.00 JURY
HERNANDEZ GOMEZ, AGUSTIN 61.00 HERNANDEZ GOMEZ, AGUSTIN 2017 CT 000285
HERNANDEZ, ALISHA N 15.00 JURY
HIGGINS, APRIL R 15.00 JURY
HILL PHILLIPS, LAURA L 15.00 JURY
HILL, SAMANTHA M 15.00 JURY
HILLIARD, KRISSEY L 15.00 JURY
HILTON, MATTHEW J 15.00 JURY
HINES, DE'CORRIOUS X 15.00 JURY
HODGES, JAMES R 15.00 JURY
HOFFMAN, JUSTIN K 15.00 JURY
HOFFMANN, BRANDEN L 15.00 JURY
HOGUE, THOMAS A 15.00 JURY
HOLLEY, TA'LASIA O 15.00 JURY
HOLLIMAN, TIFFANIE M 15.00 JURY
HOLMES, JOSEPH D 15.00 JURY
HONEA, JOHN T 15.00 JURY
HOPPE, MIRANDA M 15.00 JURY

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HOPSON, JOYCE M 15.00 JURY
HORAK III, JAMES L 15.00 JURY
HORAK, DEBORAH A 100.00 CARRUTH, MARY ALICE
2017 MM 005251 A
HOSKINS, LORI A 15.00 JURY
HOUGHTON, KATELYNN A 15.00 JURY
HOWARD, RACHEL M 15.00 JURY
HOWELL, MALINDA H 15.00 JURY
HUDSON, BRIAN S 15.00 JURY
HUFF, PAMELA N 15.00 JURY
HUFFMASTER, JORDAN C 15.00 JURY
HUGHES, BRIAN W 15.00 JURY
HULL, FLORENCE J 30.00 JURY
HUYNH, ANDREW H 15.00 JURY
HYTOWER, SHAQUANNA S 15.00 JURY
IRBY, ALISON L 15.00 JURY
IRBY, MICHAEL R 15.00 JURY
JACKSON JR, ANTHONY J 15.00 JURY
JACKSON, ZACHARY D 30.00 JURY
JACOBSON, JAHNA E 15.00 JURY
JAMES, JUSTIN S 15.00 JURY
JARDINE, JENNIFER A 15.00 JURY
JARIWALA, VISHVESH N 15.00 JURY
JENKINS, JAMA C 30.00 JURY
JERKINS, STEVEN D 15.00 JURY
JERNIGAN, PHILLIP M 15.00 JURY
JOBE, KEVIN N 15.00 JURY
JOHNSON JR, MONTRESS D 15.00 JURY
JOHNSON, CARLA S 15.00 JURY
JOHNSON, DONALD E 15.00 JURY
JOHNSON, FELICIA 200.00 2017 CJ 000194 B
JOHNSON, KENNETH G 30.00 JURY
JOHNSON, LANCE W 15.00 JURY
JOHNSON, LEON D 15.00 JURY
JOHNSON, MICHAEL A 15.00 JURY
JOHNSON, MICHAELA C 15.00 JURY
JOHNSON, SHERRY M 15.00 JURY
JOHNSTON, HANNAH R 15.00 JURY
JONES, ALLEN C 15.00 JURY
JONES, JANET M 15.00 JURY
JONES, JORDARION H 15.00 JURY
JONES, RHONDA R 15.00 JURY
JONES, STANLEY J 15.00 JURY
JORDAN, LINDA M 15.00 JURY
JOSEPH, JAISON 15.00 JURY
JOSEPH, JERMAINE L 15.00 JURY
JOSEPH, JILLISA O 15.00 JURY
JOWERS, NOAH D 15.00 JURY
JOYNER, STEPHEN E 15.00 JURY
JUAREZ JUAREZ, BERNABE ANTONIO 170.00 JUAREZ,
BERNABE ANTONIO 2018 CT 004585
KAFKA, KERNER A 15.00 JURY
KAHALLEY, SEAN P 15.00 JURY
KANE, DEBORAH E 15.00 JURY
KASPRZYK, JACOB M 15.00 JURY
KATAFIS, ALEXANDER 576.00 KATAFIS, ALEXANDER
2018 MM 002561 A
KEENE, ZAK J 15.00 JURY
KEITH JR, FREDERICK M 15.00 JURY
KEITH, KIMPLER T 15.00 JURY
KELLY, COREY T 30.00 JURY
KELLY, LISA M 15.00 JURY
KELLY, WILLIAM D 15.00 JURY
KENNEDY, MILES G 15.00 JURY
KENT, SHYANNE R 15.00 JURY

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KERN, DANIEL J 15.00 JURY
KERVIN, MYRANDA S 15.00 JURY
KEY, GREGORY L 15.00 JURY
KIEFFER, HEATHER S 15.00 JURY
KING, JENNIFER 125.00 KING, THOMAS A 2018 MM 001388 A
KING, PAUL 14.00 PARKER, JOHN MICHAEL 2018 MM 003733 A
KINNARD, GARRETT A 15.00 JURY
KIRKLAND III, GARRETT F 15.00 JURY
KJER, ARLEN D 30.00 JURY
KJER, BARBARA A 15.00 JURY
KLEIN, JUSTIN C 15.00 JURY
KNIGHT, LARRY 15.00 JURY
KNIGHT, LARRY 30.00 JURY
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KNIGHTEN, BELITA A 15.00 JURY
KNOTT, ETHAN S 15.00 JURY
KOHL, CHRISTINA L 15.00 JURY
KRAMER, HUNTER W 15.00 JURY
KUBITZ, MCKENZIE M 15.00 JURY
KUMAS, JOSEPH A 15.00 JURY
KUNERT, CARLA A 15.00 JURY
LACKEY, RYAN D 15.00 JURY
LAGARDE, MIRANDA SUZANNE 200.00 LAGARDE, MIRANDA SUZANNE 2017 CF 005249 A
LAMBERT, ROBIN F 15.00 JURY
LAMBERT, STEPHEN WILSON L 15.00 JURY
LANDRUM, MICHELLE 15.00 JURY
LANDRY, CAMEO R 15.00 JURY
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LANGFORD, DAVID K 15.00 JURY
LASANTA, LYANI M 15.00 JURY
LATOURETTE, SAMANTHA L 15.00 JURY
LAUBACH, KATIE M 30.00 JURY
LAUNDER, JASON D 15.00 JURY
LAVALLEE, PAUL A 30.00 JURY
LAVIGNE, SAMANTHA JEAN 250.00 LAVIGNE, SAMANTHA JEAN 2015 CT 003219
LAWRY, CLAIRE C 30.00 JURY
LAYTON, ASHLEY B 15.00 JURY
LEA, GARY A 15.00 JURY
LECAROZ, JOSEPH I 30.00 JURY
LEE, AYANA S 15.00 JURY
LEE, JOSEPH N 15.00 JURY
LEE, RENEE E 15.00 JURY
LEE, RODDERICK 27.75 LEE, RODDERICK 2007 CT 000170
LENNY'S SUB SHOP 196.73 CAPERS, AMANDA ELIZABETH 2007 MM 028884 A
LETT, LASHANDRA S 15.00 JURY
LEWIS JR, JAMES H 15.00 JURY
LEWIS, TYRIQKUS A 15.00 JURY
LICHAROWICZ, JAMES P 15.00 JURY
LILLEY, JENNIFER P 15.00 JURY
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LINHARDT, WILLARD 291.50 2017 CJ 000146 A
LISCOE III, FREDERICK F 15.00 JURY
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LITTLE MOON, CONSTANCE R 15.00 JURY
LITTLE, SEAN E 15.00 JURY
LOCHAS, KIMBERLY D 15.00 JURY
LOCHAS, RANDY W 15.00 JURY
LONG, ALISHA 45.00 2017 CJ 000877 A
LONG, MICK W 15.00 JURY
LONG, SCOTT M 15.00 JURY
LONGMIRE, ALAYNA K 15.00 JURY

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LOOPER, LISA A 30.00 JURY
LOOTS, LARRY G 15.00 JURY
LOPEZ, DEMETRI J 15.00 JURY
LOSEY, ROBERT E 30.00 JURY
LOVELY, TIFFANY V 15.00 JURY
LOWE III, ROBERT L 15.00 JURY
LOWELL, SHELBY M 15.00 JURY
LUCAS, DAVID W 15.00 JURY
LUDLOW, KATHLEEN M 15.00 JURY
LUMLEY, LACEY R 15.00 JURY
MACBETH, IAN C 15.00 JURY
MACDONALD, REBECCA J 15.00 JURY
MACE, MARK W 15.00 JURY
MACLUNNY, JOAN 15.00 JURY
MADDEN, ROBERT L 15.00 JURY
MAGER, KAREN D 15.00 JURY
MAGRIS AGOSTO, NELSON 15.00 JURY
MAGRIS AGOSTO, ZACKARY F 15.00 JURY
MAINES, TONI J 15.00 JURY
MALDEN, KEITH C 15.00 JURY
MALLEY, MARCUS J 15.00 JURY
MALONZO, ZHON A 15.00 JURY
MANGRAM III, WILLIE G 15.00 JURY
MANLULU, DON A 15.00 JURY
MANTZ, VIRGINIA L 15.00 JURY
MARACLE, MIKAYLA B 15.00 JURY
MARCHMAN, HILLARY F 15.00 JURY
MARCUS, ELIZABETH K 15.00 JURY
MARIANI, IRIS M 30.00 JURY
MARSHALL, LA'TIA S 15.00 JURY
MARTENSEN, NATILEE N 15.00 JURY
MARTIN, CHARITA D 15.00 JURY
MARTIN, CHARITA D 30.00 JURY
MARTIN, CHARLOTTE 39.42 MARTIN, BRANDON NORRIS
2013 TR 028446 IUTC
MARTIN, DANIEL L 15.00 JURY
MARTIN, ISAIAH L 15.00 JURY
MARTIN, RICKY K 15.00 JURY
MARTINEZ, JOANN 250.00 MARTINEZ, JOANN 2017 CF 001646 A
MATTHEWS, STEPHEN C 15.00 JURY
MATTSON, RITA S 15.00 JURY
MAXI, SAMUEL J 15.00 JURY
MAY, JACOB K 15.00 JURY
MAYO, KELLY R 15.00 JURY
MC MILLIAN, ANDREA K 15.00 JURY
MC NALLY, KRISTINA M 30.00 JURY
MCCOMBS, TOI R 15.00 JURY
MCCONNELL III, HERBERT J 15.00 JURY
MCCRAY, MICHAEL A 30.00 JURY
MCCULLOUGH, TIMOTHY C 15.00 JURY
MCCURLEY, MARSHA L 15.00 JURY
MCDONALD, MICAH S 15.00 JURY
MCELVEEN JR, CHRISTOPHER J 15.00 JURY
MCGHEE, DEBORAH 100.00 BROMFIELD, CAVKIL
2017 MM 003593 A
MCGHEE, JODI ELIZABETH 112.00 JORDAN, ADAM DELTON
2017 MM 001037 A
MCGILBERRY, EVELYN ESTES 64.12 JOHNSON, TONI MARIE
2004 MM 023371 A
MCGLINCHEY, STAFFORD 100.00 ABEL, TEENA A 2015 CA
001449
MCGLOTHREN, AMBER K 15.00 JURY
MCGREGOR, MARY C 15.00 JURY
MCINTOSH, MICHAEL A 15.00 JURY
MCINTYRE, HALLEY M 15.00 JURY

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MCKAY, DUSTIN A 15.00 JURY
MCKENZIE, JAMES A 15.00 JURY
MCLANEY, JORDAN A 15.00 JURY
MCMILLIAN, CODY C 15.00 JURY
MCMILLIAN, KIRBY 15.00 JURY
MCNEIL, EDSEL P 15.00 JURY
MEAD, DYLAN T 15.00 JURY
MEADOWS, TIFFANY R 15.00 JURY
MEISTER JR, JEFFERY W 30.00 JURY
MEOLA, MELINDA O 15.00 JURY
MERCY JR, ALBERT J 15.00 JURY
MEREDYK, TERRY L 15.00 JURY
MERRILL III, WILLIS C 15.00 JURY
MERRILL, MELISSA D 15.00 JURY
MEYER, JUSTN N 15.00 JURY
MEYER, KAILYN A 15.00 JURY
MIKUSZEWSKI-KING, CYNTHIA S 30.00 JURY
MILLER, JALISA O 15.00 JURY
MILLER, JOHN G 15.00 JURY
MILLER, MICHAEL J 15.00 JURY
MILLER, ROBERT D 15.00 JURY
MILLETARY, TROY SIMON 250.00 MILLETARY, TROY SIMON
2016 MM 001560 A
MILLHAM, HALLIE, M 15.00 JURY
MILLHOUSE, TRACY J 30.00 JURY
MILLS, TIFFANY P 15.00 JURY
MIRON, DANIEL G 30.00 JURY
MITCHELL, NOAH A 15.00 JURY
MIX, LISA M 15.00 JURY
MIXON, KOBE B 15.00 JURY
MONK, MATTHEW K 15.00 JURY
MONROE, BRIAN L 15.00 JURY
MONROE, STEPHEN R 15.00 JURY
MONTOYA, VANESSA ARGENTINA 200.00 MONTOYA, VANESSA
ARGENTINA 2017 MM 006057 A
MOORE III, MICHAEL E 15.00 JURY
MOORE, JOSEPH A 15.00 JURY
MOORE, TERRY C 15.00 JURY
MOORER, TOMARCUS C 15.00 JURY
MORALES, MARY L 15.00 JURY
MORALES, POMPEYO L 15.00 JURY
MORGAN, HENRY C 15.00 JURY
MORGAN, STEPHANIE M 15.00 JURY
MORRIS WEBB, BELINDA A 15.00 JURY
MORRIS, DERIC D 15.00 JURY
MORRISON, WILLIAM A 15.00 JURY
MORTON, MEGAN E 15.00 JURY
MOSLEY JR, ROBERT M 15.00 JURY
MOTO TECH 168.00 2009 CJ 001692 A
MOUNT, KEITH A 15.00 JURY
MOWBRAY, SEAN M 15.00 JURY
MROCH, MORGAN M 15.00 JURY
MULLET, DANIELLE V 15.00 JURY
MULLINS, TIALY S 15.00 JURY
MURPHY, KATHERINE C 30.00 JURY
MURPHY, MARCIA L 15.00 JURY
MURPHY, MICHAEL D 15.00 JURY
MYERS, ELIZABETH B 15.00 JURY
NATION, NICOLAS KURT 19.00 NATION, NICOLAS KURT
2017 MM 000253 A
NELLUMS, DANIEL W 15.00 JURY
NELSON, TIMOTHY M 15.00 JURY
NESEMANN, CAROLINE A 15.00 JURY
NESEMANN, CAROLINE A 15.00 JURY
NESEMANN, CAROLINE A 30.00 JURY

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NGUYEN, TAN N 15.00 JURY
NICHOLS, RUSSELL B 15.00 JURY
NICHOLS, SHAUN A 15.00 JURY
NIMBLETT, JEFFREY S 15.00 JURY
NONNENMOCHER, NICOLE L 15.00 JURY
NORRIS, JUSTIN D 15.00 JURY
NORRIS, MATTHEW L 15.00 JURY
NOVAKOWSKI, MAX J 15.00 JURY
O'BRIEN, PHILIP A 15.00 JURY
ODOM, ALEXANDER A 15.00 JURY
ODOM, JUD 175.00 VILLELLA, BRANDON VALEINE
2015 MM 005123 A
OGLE JR, WILLIAM F 15.00 JURY
OLIVE, RICHARD C 15.00 JURY
OLSEN, JAMES K 15.00 JURY
OPAVA, TENA M 15.00 JURY
ORENSTEIN, ROSS S 15.00 JURY
OSBURN, CRAIG P 15.00 JURY
O'TOOLE, BRIANNA I 15.00 JURY
OTWELL, ASHLEY 75.00 OTWELL, CHARLES 2018 MM 004803 A
PADDEN, ROSS M 30.00 JURY
PADGETT, HERBERT A 15.00 JURY
PAGE III, HAROLD F 15.00 JURY
PAGE, LABREA C 30.00 JURY
PAGE, TIMOTHY A 15.00 JURY
PAIR, SHERROD S 15.00 JURY
PALMER, DEMARKA D 15.00 JURY
PALMER, RAYMOND D 15.00 JURY
PALMER, SEAN M 15.00 JURY
PARENTE, SHERI L 15.00 JURY
PARKER, MARGARET M 15.00 JURY
PARRISH, SARA E 15.00 JURY
PARTNERSHIP TITTLE COMPANY LLC 412.00 VIRGINIA SNEED, NICHOLAS SNEED, ERIC DUCOMMUN, AND WAVERLY DUCOMMUN 2016 CC 004045
PATE AUTO SALES 593.00 2011 CJ 000031 A
PAYTON, SIRRON A 15.00 JURY
PEARSON, JATYEA I 15.00 JURY
PEDIGO, BARRY G 15.00 JURY
PENA, CEDAHLIA D 30.00 JURY
PENN, ANDRE L 15.00 JURY
PENTON III, HOWARD W 15.00 JURY
PEREZ, CORI J 15.00 JURY
PEREZ-REX, MATTHEW C 15.00 JURY
PERKINS, MARY L 15.00 JURY
PERRY, ALAN J 15.00 JURY
PERRY, LUTHER J 15.00 JURY
PETERS, BONNIE B 15.00 JURY
PETERSON, MALLORY K 15.00 JURY
PETERSON, MORRIS S 15.00 JURY
PETERSON, STELIOS K 30.00 JURY
PETRESKY, AMY 195.00 WEBB, SHELBY RENEE
2018 MM 004822 A
PETROVSKY, PETER 159.00 2013 CJ 000451 A
PETTIGREW JR, JAMES R 15.00 JURY
PHELPS, CRYSTAL M 15.00 JURY
PHILBROOK, MARK R 15.00 JURY
PHILLIPS, GEORGE H 45.00 JURY
PICHEO, SETH A 15.00 JURY
PIERCE, HALEY C 15.00 JURY
PILCHER, JANET K 15.00 JURY
PITESA, JAN M 15.00 JURY
PLANT, LARRY R 15.00 JURY
PLANT, MICHAEL H 15.00 JURY
PLATT, DEBORAH J 15.00 JURY

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PLATT, SHAWN E 15.00 JURY
PLUMB, NORVAL L 15.00 JURY
POE, NATHAN W 45.00 JURY
POLK, DARREN D 15.00 JURY
POLLACK & ROSEN 100.00 POLLACK & ROSEN 2016 CC 002064
POOTON, MADISEN M 15.00 JURY
POPP, SCOTT A 46.50 2017 CJ 000206 A
PORTER, KELLEE R 30.00 JURY
PORTER, LUCRETIA M 15.00 JURY
PORTER, MICHAEL A 15.00 JURY
PORTO, REBEKAH E 15.00 JURY
POSEY II, EDWARD B 15.00 JURY
POSEY JR, JOSEPH R 15.00 JURY
POSEY, HAYDEN E 15.00 JURY
POSEY, JACQUELINE R 15.00 JURY
POYTHRESS, GREGORY L 15.00 JURY
PRANGER, LAURA K 30.00 JURY
PRATHER, NICHOLAS L 45.00 JURY
PREUDHOMME, STANLEY I 30.00 JURY
PRICE III, MAURICE W 15.00 JURY
PRINCE, SHELLEY G 15.00 JURY
PRITCHARD, MOLLY K 30.00 JURY
PUJOL JR, GARY J 15.00 JURY
PURVIS, PEYTON N 15.00 JURY
QUELLHORST, MICHAEL W 15.00 JURY
QUICK, AMANDA K 15.00 JURY
QUILLINAN, THERESA W 30.00 JURY
QUINLAN, SARAH E 15.00 JURY
RADFORD, DANIEL R 30.00 JURY
RAINWATER, JONATHON M 15.00 JURY
RAMIREZ, NICOLE 100.00 MIXON, BERNADETTE 2015 CA 000358
RANALDSON, WILLIE 246.50 2006 CJ 000398 A
RANDALL, VICTOR W 15.00 JURY
RAPPE, CHARLES F 15.00 JURY
RASKE, STACY L 15.00 JURY
RAWLS, TAMMY L 15.00 JURY
RAYNER, GUY A 15.00 JURY
REDMOND, SAKESSEYA K 15.00 JURY
REESE, RUTH A 15.00 JURY
REESE, SHANA H 15.00 JURY
REUBEN, CASSANDRA 15.00 JURY
REYNOLDS, PAMELA J 30.00 JURY
RHOADES, NANCY B 15.00 JURY
RICH, JAMES P 15.00 JURY
RICKETTS, PAULA M 15.00 JURY
RIDDLE, TRACY L 15.00 JURY
RILEY, BRIANA C 15.00 JURY
RILEY, WINSTON 15.00 JURY
RITTER II, JAMES D 15.00 JURY
RIVERA, DANIEL 15.00 JURY
ROBBERT, SUZANNE N 15.00 JURY
ROBERSON, MICHEAL K 15.00 JURY
ROBERTS, RACHEL C 15.00 JURY
ROBEY JR, KEVIN B 15.00 JURY
ROBINSON, CHANDRA L 15.00 JURY
ROBINSON, CHANDRA L 15.00 JURY
ROBINSON, JESSE A 15.00 JURY
ROBINSON, MATTHEW N 15.00 JURY
RODE, SHANE S 15.00 JURY
RODRIGUEZ-GONZALEZ, JUAN M 500.00 RODRIGUEZ-GONZALEZ, JUAN M 2016 CT 000477
ROGERS, CHARLES W 15.00 JURY
ROGERS, VINCENT NEIL 18.00 ROGERS, VINCENT NEIL 2018 TR 003550 A
ROMERO, RICHARD VON B 15.00 JURY

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ROMINGER, HEATHER N 15.00 JURY
ROPER, BONITA M 15.00 JURY
ROPER, STEPHANIE M 15.00 JURY
ROSA, LUCAS S 30.00 JURY
ROSA, TANAYA J 15.00 JURY
ROSAS, ALFONSO MEDINA 125.00 ROSAS, ALFONSO MEDINA
2018 CT 002232
ROSE, ANNA M 15.00 JURY
ROSE, TRISTAN M 15.00 JURY
ROSENDAHL, SALLYDALE 15.00 JURY
ROSHELL, DUANE PHINEAS 299.50 ROSHELL, DUANE PHINEAS
2018 MM 005283 A
ROSS, MARY M 15.00 JURY
ROUSE, JANELLE K 15.00 JURY
ROYAL, JOHN P 15.00 JURY
RUBIO GARCIA, ALVARO 15.00 JURY
RUMINSKI, KIMBERLY C 15.00 JURY
RUSH, KATY S 15.00 JURY
RUSSELL, CARLTON T 15.00 JURY
RUST, DAVID O 15.00 JURY
RYAN, GERALD M 15.00 JURY
RYAN, JODY A 30.00 JURY
RYAN-WALKER, EMMA E 15.00 JURY
SADLER, REBEKAH A 15.00 JURY
SAEGERT, WALTER 17.00 SAEGERT, WALTER 2017 MM 003046 A
SAGER, MEGAN A 15.00 JURY
SAHLI, SHANE M 15.00 JURY
SALOMONE, SALVATORE J 15.00 JURY
SALTER, CHRISTOPHER S 15.00 JURY
SALTER, NIKOLAUS R 15.00 JURY
SAMARAS, JOHN E 30.00 JURY
SAMSEL JR, FRANCIS R 15.00 JURY
SANDERS, JAYLAH M 15.00 JURY
SANDERS, KEVIN T 15.00 JURY
SASSER JR, HAMPTON E 15.00 JURY
SAWYER, KELVIN L 15.00 JURY
SAWYER, VICKI D 15.00 JURY
SCARBOROUGH, JACOB H 15.00 JURY
SCHNEDAR, CAROL L 15.00 JURY
SCHOPPMANN, CALEB M 15.00 JURY
SCHROCK, DAYLE 280.40 WILLIAMS, NICHOLE JESSICA
2011 CF 002069 A
SCOTT, LUMESHIA S 15.00 JURY
SEALEY, CARL S 15.00 JURY
SEATON, SHARON RENE 100.00 SEATON, SHARON RENE
2016 MM 001899 A
SEELY, KEVIN P 15.00 JURY
SEFTON, THOMAS S 15.00 JURY
SEILER, DAVID F 15.00 JURY
SELLERS, NATHANIEL W 30.00 JURY
SEXTON, BETTY F 15.00 JURY
SHARP, BENJAMIN A 15.00 JURY
SHARPLIN, PAUL E 15.00 JURY
SHASTEEN, RICHARD L 15.00 JURY
SHD LEGAL GROUP PA 50.00 US BANK NATIONAL ASSOCIATION
2016 CA 000216
SHEAD, AMANDA J 15.00 JURY
SHEFFERD, JUSTIN J 45.00 JURY
SHELLEY, ERICA M 15.00 JURY
SHEPPARD, JORDAN K 15.00 JURY
SHERMAN, SCOTT C 15.00 JURY
SHERRILL, RICHARD T 15.00 JURY
SHIPMAN JR, GEORGE L 15.00 JURY
SHIVER, NICHOLE C 15.00 JURY

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SIMMONS, COYCE L 15.00 JURY
SIMMONS, MADISON A 15.00 JURY
SIMPSON, MATTHEW H 15.00 JURY
SIMPSON, PAUL & SUSAN 440.00 2008 CJ 000413 A
SIMS, ALEX G 15.00 JURY
SISSON, JESSICA C 15.00 JURY
SLATER, SCOTT D 15.00 JURY
SMITH, DAVID B 100.00 SIMONS, JUDITH L 2018 MM 003653 A
SMITH, DELLA E 15.00 JURY
SMITH, KAREN G 15.00 JURY
SMITH, MARY J 15.00 JURY
SMITH, NICHOLAS O 15.00 JURY
SMITH, RANDOLPH C 15.00 JURY
SMITH, ROY L 15.00 JURY
SMITH, SCOTT D 15.00 JURY
SMITH, STACIE N 15.00 JURY
SMITH, TYESHA N 15.00 JURY
SMITH, VIRGINIA J 15.00 JURY
SNIDER, CODY R 15.00 JURY
SNOW, TRISTAN D 15.00 JURY
SNYDER, GRACE E 15.00 JURY
SOLKEY, CHRISTOPHER A 15.00 JURY
SOMPALLI, VIJAYA L 30.00 JURY
SPADE, JEFFREY L 15.00 JURY
SPARKS, MASON R 15.00 JURY
SPENCER, BILL ALAN 75.00 SPENCER, BILL ALAN
2016 MM 007224 A
SPIVEY, ABIGAIL R 15.00 JURY
SPRINGER, LINDA P 30.00 JURY
STABLER, TERRY J 45.00 JURY
STACKS, SARAH P 30.00 JURY
STALLWORTH, ANTHONY D 15.00 JURY
STALLWORTH, DEMOROEL K 15.00 JURY
STALLWORTH, SHARON 410.25 ESTRADA, MARIA GREGORIO
2012 CF 001450 A
STARNES, SHANNA M 15.00 JURY
STATON, KELLIE L 15.00 JURY
STEARNS, NICHOLAS R 15.00 JURY
STEELE, DANE 15.00 JURY
STEELE, JESSE M 15.00 JURY
STEPHENS, LAUREN B 15.00 JURY
STERLING, CHAKITA HUFF 20.50 2016 CJ 000364 A
STERRIKER, ROBERT C 15.00 JURY
STEVENSON, SHERRY A 15.00 JURY
STEWARD, ALAN R 15.00 JURY
STILES, JULIE L 15.00 JURY
STONEWALL JR, ANTHONY A 15.00 JURY
STOREY LAW GROUP PA 100.00 KIRBY, PATRICIA ANN
2016 CA 000764
STRECK, SCOTT A 15.00 JURY
STREETMAN, KARIN K 15.00 JURY
SULLIVAN, CHERIE L 15.00 JURY
SUTTON II, JAMES R 15.00 JURY
SWAILS, ALVIN L 15.00 JURY
SWANSON, KEVIN A 15.00 JURY
SWITTENBURG III, JAMES F 15.00 JURY
TALBERT, THOMAS, GREGORY 1,000.00 TALBERT, THOMAS,
GREGORY 2016 MM 003774 A
TAYLOR, ANTONIO D 15.00 JURY
TERRELL, WESLEY J 15.00 JURY
THOMAS, MIKI F 15.00 JURY
THOMAS, MILDRED E 15.00 JURY
THOMAS, ROBERT C 15.00 JURY
THOMAS, TODD A 15.00 JURY
THOMAS, VONNIE K 15.00 JURY

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THOMAS, ZACHARY S 15.00 JURY
THOMASON, MICHAEL A 15.00 JURY
THOMPSON, BOBBY W 15.00 JURY
THOMPSON, ELLIS J 15.00 JURY
THOMPSON, ELLIS J 15.00 JURY
THOMPSON, MICHAEL A 15.00 JURY
THRASHER, JACK J 15.00 JURY
TIBBS, TONYA CELESTE 100.00 TIBBS, TONYA CELESTE 2016 MM 005315 A
TILLMAN, RAMONA O 15.00 JURY
TIPTON, VICKI E 15.00 JURY
TOLBERT, CLINTON E 30.00 JURY
TOLER, TALITHA S 30.00 JURY
TRAN, DAI 15.00 JURY
TRITT, JAVAN E 15.00 JURY
TRUETT, DESSIE M 15.00 JURY
TRUITT, ESTHER M 15.00 JURY
TRULL, KARLIE M 15.00 JURY
TSCHIDA, DENISE M 15.00 JURY
TUCKER, ANGELA R 15.00 JURY
TURK, DENNIS R 15.00 JURY
TURNBOW, ALANCE 26.00 PHILLIPS, CORZETTA CHANTE 2015 MM 006227 A
TURNER, MALLORY P 15.00 JURY
TURNER, NOELLE R 15.00 JURY
TURRENTINE, TRAVIS D 15.00 JURY
TUTOR, SHANE L 15.00 JURY
TUTTLE, AARON S 15.00 JURY
TYLER, LACEY E 15.00 JURY
TYUS, APRIL JOHNSON 204.50 2016 CJ 000594 A
USELTON, NINA R 30.00 JURY
VALENCIA, IAN G 15.00 JURY
VALLIA JR, LAWRENCE W 15.00 JURY
VAN METER, TERESA L 15.00 JURY
VANEMELEN, BRENDON M 30.00 JURY
VANN, WAYLON S 15.00 JURY
VATH, JOSETTE V 15.00 JURY
VILLANOVA, KAEYLA M 15.00 JURY
VINSON, MELISSA 604.50 2005 CJ 001705 A
WADE, MICHAEL K 15.00 JURY
WADKINS, CHRISTOPHER D 15.00 JURY
WAGNER, JADE RENEE 100.00 BOOK, KATIE LEIGH 2018 MM 003825 A
WALDEN, CHRISTINA R 15.00 JURY
WALKER, JOHN H 15.00 JURY
WALKER, TAMMY ROSE 250.00 WALKER, TAMMY ROSE 2017 MM 000997 A
WALKER, TRISTEN A 15.00 JURY
WALLS, MICHELLE E 15.00 JURY
WALTERS, SKYE 15.00 JURY
WANSLEY, KATHRYN S 15.00 JURY
WARD JR, JEFFREY H 15.00 JURY
WARD, DAKOTA J 15.00 JURY
WARD, DAWN R 15.00 JURY
WARE, DEWEY W 15.00 JURY
WARE, KAYLA M 15.00 JURY
WARREN, JACOB T 15.00 JURY
WARREN, WILLIAM J 15.00 JURY
WASDIN IV, LELAND W 30.00 JURY
WASHBURN, MICHAEL D 15.00 JURY
WASHBURN, NICHOLAS A 15.00 JURY
WASHINGTON JR, CHARLES L 15.00 JURY
WASHINGTON, SHAWN J 15.00 JURY
WASS, BRIAN T 15.00 JURY
WATKINS, BRANDON R 15.00 JURY

Sworn to and subscribed before me this 16TH **day of** JULY **A.D.,** 2020

Heather Tuttle

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HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2024
Commission No. HH4627

WATSON, MARY B 15.00 JURY
WATTS, JONATHAN L 15.00 JURY
WEAVER, ESTHER R 15.00 JURY
WEBB, PAIGE N 15.00 JURY
WEBER, KAYLA J 15.00 JURY
WEEDEN, ZACHARY C 15.00 JURY
WEEKS, JOHN J 15.00 JURY
WEEKS, LYNETTA MAY 250.00 LARIMER, JESSICA L
2017 CF 003016 A
WEINRICH, JOHN M 15.00 JURY
WEIRUP, KEVIN L 15.00 JURY
WELCH JR, CLAUDE T 15.00 JURY
WELLS BANKICH, PEGGY A 15.00 JURY
WELLS, ANTHONY M 15.00 JURY
WELLS, DONNA M 15.00 JURY
WELSH, JUDY P 15.00 JURY
WESSEL, RICHARD L 15.00 JURY
WEST IV, WILK O 15.00 JURY
WHATLEY, CHERYL D 15.00 JURY
WHATLEY, JAMES W 30.00 JURY
WHITAKER, BRENDA N 15.00 JURY
WHITE III, MARK R 15.00 JURY
WHITE JR, THOMAS A 15.00 JURY
WHITE, ALLYSON H 15.00 JURY
WHITE, AU'BRE M 15.00 JURY
WHITE, DONALD L 15.00 JURY
WHITE, DOROTHY A 15.00 JURY
WHITE, JOSHUA D 15.00 JURY
WHITEFIELD, AMANDA K 15.00 JURY
WHITEHEAD, DEBORAH G 15.00 JURY
WHITEHEAD, ROGER STEVE 10.00 WHITEHEAD, ROGER STEVE
2017 TR 043707 A
WHITMIRE, FRANKLIN S 30.00 JURY
WHITSON, MILFORD B 30.00 JURY
WICKER, JAMES A 15.00 JURY
WIGGINS II, RICKEY A 81.82 WIGGINS II, RICKEY A
2014 MM 001474 A
WIGGINS II, RICKEY A 152.73 WIGGINS II, RICKEY A
2014 MM 001476 A
WIGGINS II, RICKEY A 154.70 WIGGINS II, RICKEY A
2014 MM 001478 A
WIGGINS II, RICKEY A 89.19 WIGGINS II, RICKEY A
2014 MM 001480 A
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2014 MM 001481 A
WILBOURN, ANDREA M 30.00 JURY
WILLIAMS, ASHLEY M 15.00 JURY
WILLIAMS, CHERYL A 15.00 JURY
WILLIAMS, CLARISSA A 15.00 JURY
WILLIAMS, GEORGIA C 30.00 JURY
WILLIAMS, JAMES 19.00 SJUVE-WILLIAMS, TINAANN
2018 MM 004329 A
WILLIAMS, LYNN D 15.00 JURY
WILLIAMS, MARK C 15.00 JURY
WILLIAMS, SIANTRA A 15.00 JURY
WILLIAMS, TERRICA L 15.00 JURY
WILSON, ASHLEY N 15.00 JURY
WILSON, JENNIFER J 30.00 JURY
WILSON, JENNIFER L 15.00 JURY
WILSON, KEVIN L 15.00 JURY
WILSON, LASHAUNDA D 15.00 JURY
WILSON, LINDA L 15.00 JURY
WILSON, MARCELLIUS A 15.00 JURY
WILSON, MORGANA 15.00 JURY
WINTERS, NICEALIA P 15.00 JURY

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WISE, JESSICA C 15.00 JURY
WISE, KENNETH H 15.00 JURY
WISNIEWSKI, BRIANNA M 15.00 JURY
WITT, JOSHUA S 15.00 JURY
WITTE, DEREK A 15.00 JURY
WOMACK, REGINA 15.00 JURY
WOOD, JAMES A 15.00 JURY
WOOD, TAMATHA J 15.00 JURY
WOOD, TYLER J 15.00 JURY
WOODS, CHAZ C 15.00 JURY
WOODS, CODY M 15.00 JURY
WOODS, MAYA E 30.00 JURY
WOOTEN, JOHN P 15.00 JURY
WORK, CHRISTOPHER R 15.00 JURY
WORKS, CAROLYN D 15.00 JURY
WRIGHT, MICHAEL L 15.00 JURY
YARBOROUGH, HENRY 15.00 JURY
YATES, JOSHUA M 15.00 JURY
YATES, JUDITH A 15.00 JURY
YATES, NINA A 15.00 JURY
YEAGLE, LINDSEY L 30.00 JURY
YOUNG, AMANDA R 15.00 JURY
YOUNG, CHRISTIAN C 15.00 JURY
YOUNG, JAMAL A 15.00 JURY
YOUNG, PENELOPE L 30.00 JURY
YOUNG, ROBERT E 15.00 JURY
YOUNG, THOMAS W 15.00 JURY
YOUNGS, JACOB H 15.00 JURY
ZICK, WILLIAM J 30.00 JURY
ZICK, WILLIAM J 15.00 JURY
ZIMMER, ANDREA L 30.00 JURY
ZUCK, TARA A 15.00 JURY
ZWICKER & ASSOCIATES PC 100.00 MICHAEL HUNTER
2015 CA 001761

REGISTRY

COURT OF NORTH HILL CONDOMINIUM ASSOCIATION
BLACKBURN, THOMAS SINKUS, AMY 935.00 BLACKBURN, THOMAS SINKUS, AMY 2010 CC 0000615
BALDO, LEON 4,534.45 LASTER, EDWARD BALDO, LEON
2013 CC 002479
BHATTI, HERDEYPAL ALEXANDER, JUDITH K 371.27
BHATTI, HERDEYPAL ALEXANDER, JUDITH K
2014 CC 003550
EFFICIENT PROPERTY MANAGEMENT INC SCOTT, FRED 539.00
SCOTT, FRED 2015 CC 000241
DM FOREST CREEK LLC DBA FOREST CREEK APARTMENTS
BIVINS, KIMIKA AKA BIVENS, KIMIKA 40.00 BIVINS, KIMIKA 2016 CC 001232
WFCR LTD DBA WILD OAK FARM APT 599.60 THOMAS, PAMELA
2017 CC 000552
WESTMINSTER VILLAGE KASH, MARTIN 18.00 KASH, MARTIN
2017 CC 002739
MCGOVERN, KAREN NOBLE, CHARLES 269.68 NOBLE, CHARLES 2018 CC 000132

oaw-1w-07-16-2020

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Heather Tuttle

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My Comm. Expires June 24, 2024
Commission No. HH4627

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-18334 **Clerk & Comptroller's Report 12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 08/06/2020
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 Committee of the Whole Budget Workshop held July 14, 2020;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held July 16, 2020; and

C. Approve the Minutes of the Regular Board Meeting held July 16, 2020.

Attachments

20200714 CW Budget Workshop Report
20200716 Gary Sansing Public Forum Report
20200716 Regular BCC Meeting Minutes

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

JULY 14-15, 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
Debbie Bowers, Assistant County Administrator (July 14th only)
Wesley Hall, Assistant County Administrator (July 14th only)
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 NUMBER

1. Call to Order

   Chairman Barry called the Budget Committee of the Whole (C/W) Workshop to order on July 14, 2020, at 9:00 a.m.

   Chairman Barry called the Budget Committee of the Whole (C/W) Workshop to order on July 15, 2020, at 9:02 a.m.

2. Was the Meeting Properly Advertised?

   The Board was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the Budget Workshops were advertised in the *Pensacola News Journal* on July 11, 2020, in the Board's weekly meeting schedule.

   The Board held a brief Commissioners' Forum on both Workshop days.

FOR INFORMATION: County Administrator Janice Gilley presented the County's proposed unified balanced budget for Fiscal Year (FY) 2020/2021 in the amount of $573,009,020 and provided the following update concerning the budget:

A. The County's Budget is higher than previous budgets as staff has placed expenditures in this budget versus waiting for the roll forward in November;

B. Staff does not anticipate as large of a roll forward this year and is hopeful that unencumbered expenses have been captured so that departments can begin to expend the funds in October;

C. The major budget increases are the Bellview Library, the new jail construction, LOST (Local Option Sales Tax) III, and the Bob Sikes Toll Bridge Repair and Maintenance;

D. There is $4.8 million in the Budget for payments to the City for Tax Increment Financing Districts; this is an increase of $430,000 over the prior year's estimate;

E. The Constitutional Officers' Budgets have increased slightly, this is the final year of the Mediation Agreement with the Sheriff's Office and is $2.9 million, and the total increase for the Constitutional Officers' Budgets is $3.1 million;

F. There is no millage rate increase, which means the County-wide millage remains at 6.6165, the Library MSTU (Municipal Services Taxing Unit) is .3590, the Sheriff's MSTU is .6850. The Budget currently anticipates no other significant changes in tax levies;

G. There is no change in the Fire Assessment rates included in the proposed fiscal year (Residential - $125.33 per dwelling unit, Commercial at .0526 per square foot with a minimum assessment of $125, and Unimproved at $15.03 per parcel, plus $.03 per acre);

H. The June 1st taxable value certification is 5.82% above the July 1st certification of the previous year, resulting in about $8.036 million, of which the County may appropriate 95%, but most of those funds have been placed in reserves; and

I. The changes between the June 1st and July 1st taxable value are not included in the Proposed FY 20/21 Budget of $573,009,020.

3. Constitutional Officers

The C/W heard an overview concerning the Proposed Fiscal Year (FY) 2020-2021 Budgets for Constitutional Officers, as follows:

A. Chief Deputy Chip Simmons and Henrique Dias, Chief Financial Officer, addressed the proposed Sheriff's budget and advised that it is based on the Mediated Settlement Agreement and briefly discussed, upon inquiry from Commissioner Underhill, the training range and evidence locker;

B. Chief Deputy Appraiser Gary "Bubba" Peters addressed the proposed budget for the Property Appraiser's Office and advised that the budget includes a 3% salary increase, some rate increases due to retirement, and otherwise everything else remained largely the same;

C. The Honorable Scott Lunsford addressed the proposed budget for the Tax Collector and advised that the budget remains relatively unchanged, the Tax Collector's office did not budget for a raise, the biggest change will be that the commission for collecting taxes for the County is going to be $5,176,000 this year based on the State's formula, and that the office is trying to be cautious in the current climate;

D. Sonya Daniel, Deputy Supervisor of Elections, addressed the proposed budget for the Supervisor of Elections Office and advised that the bottom line of the budget is slightly down and the office is trying to be as careful and cautious as possible; and

E. The Honorable Pam Childers addressed the proposed budget for the Clerk of the Circuit Court and Comptroller and advised that the budget is relatively the same, recording fees are down around 30% and are projected to remain at that level which accounts for the increase in budget, across the board raises are not done, but instead raises are only by individual merit, a new payroll system is needed along with the new HR system, and there have been two layoffs in the Tourist Development Tax area as those revenues have plummeted.

4. Judicial Services

   The C/W heard an overview concerning the Proposed Fiscal Year (FY) 2020-2021 Budgets for Judicial Services, as follows:

   A. The State Attorney's Office budget was not addressed;

   B. The Public Defender's Office budget was not addressed;

   C. County Administrator Gilley advised that there is an increase in cost for the Medical Examiner and there has not currently been a candidate chosen to replace Dr. Minyard; and

   D. Robin Wright, Trial Court Administrator, advised that there were very few changes to the Court Administration side of the budget.

5. BCC Departments

   The C/W reviewed the proposed FY20/21 budgets for County Departments, was advised by County Administrator Gilley of added and eliminated positions, mandated expenses, and:

   A. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for the Board of County Commissioners and Non-Departmental from County Administrator Gilley, and made no change;

   B. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for the County Attorney's Office from County Attorney Rogers, and made no change;

   C. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for County Administration from County Administrator Gilley, and made no change;

   D. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Human Resources and Risk Management from County Administrator Gilley, and made no change;

   E. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Information Technology from County Administrator Gilley, discussed software licensing issues with IT Director Bart Siders, and made no change;

(Continued on Page 5)

5. Continued…

F. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Extension Services from County Administrator Gilley, and made no change;

G. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Public Safety from Assistant County Administrator Debbie Bowers, discussed smoke detectors with Public Safety Director Jason Rogers, and made no change;

H. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Corrections from Assistant County Administrator Bowers, and made no change;

I. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Waste Services from Assistant County Administrator Bowers, discussed the loss of inmate road crews and the potential need to contract help for waste pickup with Waste Services Director Pat Johnson, and made no change;

J. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Public Works from Assistant County Administrator Bowers, and made no change;

K. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Engineering from Assistant County Administrator Bowers, was advised that the real estate employees currently working in the Engineering Department will be consolidated into the Facilities Department, discussed the funding needed to resurface roads and repair and maintain bridges with County Engineer Joy Jones, and made no change;

L. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Development Services from Assistant County Administrator Bowers, and made no change;

M. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Facilities Management from Assistant County Administrator Bowers, and made no change;

(Continued on Page 6)

5. Continued…

N. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Building Services from Assistant County Administrator Bowers, and made no change;

O. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Office of Management and Budget and Purchasing from Assistant County Administrator Wesley Hall, discussed Vendor Registry and the need for ensuring minorities and small businesses are able to access the opportunities for County contracts with Purchasing Director Paul Nobles and Mr. Hall, and made no change;

P. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Neighborhood and Human Services from Assistant County Administrator Hall, and made no change;

Q. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Library Services from Assistant County Administrator Hall, and made no change;

R. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Mass Transit from Assistant County Administrator Hall, discussed new route software with Mass Transit Director Tonya Ellis, and made no change;

S. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Natural Resources Management from Assistant County Administrator Hall, discussed the increase in staff, which is due to air quality monitoring and the estuary program, with Environmental Programs Manager Tim Day, and made no change;

T. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Animal Services from Assistant County Administrator Hall, and made no change; and

U. Heard an overview of revenue sources, number of employees, departmental accomplishments, and funding priorities for Parks and Recreation from Assistant County Administrator Hall, and made no change.

FOR INFORMATION: County Administrator Gilley advised the Board that there are currently 240 available positions and that the ventilator data is now on the County's COVID-19 dashboard.

6. Community Partners General Fund

The C/W heard funding requests from Community Partners for the Proposed Fiscal Year (FY) 2020-2021 Budget, and:

A. Discussed funding General Fund Community Partners, as follows:

(1) BRACE (Be Ready Alliance Coordinating for Emergencies) – $100,000 requested – Made no change;

(2) Gulf Coast Kid's House – $145,700 requested – Made no change;

(3) Legal Services of North Florida, Inc. – $39,188 requested – Discussed splitting the funding with Northwest Florida Legal Services and made no change;

(4) Northwest Florida Legal Services – $19,594 requested – This request was not discussed;

(5) Community Health of Northwest Florida – $455,160 requested – Made no change;

(6) Pathways for Change – $343,750 requested – Made no change;

(7) Lakeview – $51,000 requested – Made no change;

(8) Human Relations Commission – $84,265 requested – Made no change;

(9) United Way – $90,725 requested – Made no change;

(10) United Way 211 Program – $35,000 requested – Made no change;

(11) ACTS (Another Chance Transitional Services) – $25,000 requested – Made no change;

(12) Council on Aging – $45,000 requested – Made no change;

(13) Gulf Coast Veterans Advocacy Council – $25,000 requested – Made no change;

(14) James B. Washington Education and Sports – $35,000 requested – Made no change;

(Continued on Page 8)

6. Continued…

   A. Continued…

      (15) New World Believers – $38,000 requested – This request was not discussed;

      (16) Pensacola Caring Hearts – $50,000 requested – Made no change;

      (17) Pensacola's Promise/Chain Reaction – $19,000 requested – Made no change;

      (18) Wildlife Sanctuary of Northwest Florida – $41,000 requested – Made no change;

      (19) Center for Independent Living of NWFL, Inc. – $60,000 requested – Made no change;

      (20) Health and Hope Clinic – $100,250 requested – Made no change;

      (21) Project Empower of NWFL, Inc. – $5,000 requested – Made no change; and

      (22) Re-Entry Alliance of Pensacola, Inc. – $100,000 requested – Discussed bringing back letters of support from judiciary and law enforcement as part of the request packet and made no change;

   B. Discussed the unified budget (Visit Pensacola, Pensacola Sports Association, and ACE [Arts, Culture, and Entertainment]) funding request from Visit Pensacola, which was updated to a request for 65% of Tourist Development Tax Collections from the Third Cent Tourist Development Tax, whether unexpended funds allocated to events could be rolled forward into the next year, and made no change;

(Continued on Page 9)

6. Continued…

   C. Discussed funding requests from the Fourth Cent Tourist Development Tax, as follows:

      (1) Visit Pensacola (Fourth Cent Projects) – This request was addressed as part of the unified budget discussion;

      (2) African American Heritage Society – $30,000 – This request was not discussed;

      (3) Naval Aviation Museum Foundation – $100,000 – Made no change;

      (4) West Florida Historic Preservation Board, Inc. – $225,000 – Discussed plans to celebrate the 200th birthday of Escambia County and made no change;

      (5) General Daniel Chappie James Flight Academy – $14,000 – Discussed whether this request could be funded from a different source and made no change; and

      (6) Five Flags Sertoma – This request was not discussed;

   D. Discussed funding Local Option Sales Tax Allocations, as follows:

      (1) PEDC (Pensacola-Escambia Development Commission) – $600,000 requested – Made no change;

      (2) Gulf Coast Minority Chamber of Commerce – $60,000 requested – Made no change; and

      (3) Escambia County School Readiness Coalition – $238,875 requested – Made no change; and

(Continued on Page 10)

6. Continued…

   E. Discussed the Solid Waste Management Fund, the $51,804 request from Keep Pensacola Beautiful, Inc., and made no change.

   Speaker(s):

   Greg Strader
   Stacey Kostavecki – via Microsoft Teams
   Kirsten Bucey – via Microsoft Teams
   Christine Kelly Fausel – via Microsoft Teams
   Chandra Smiley – via Microsoft Teams and in person
   Connie Bookman
   Carolyn Shearman – via Microsoft Teams
   Marilyn Wesley
   Laura Gilliam – via Microsoft Teams
   Pastor Leon Rankins
   John Clark
   Vernon Watson
   James B. Washington
   Lee Avant – via Microsoft Teams
   Kristin Fairchild
   Dorothy Kaufmann
   Carolyn Grawi
   Sarah Davy – via Microsoft Teams
   Tara Potter – via Microsoft Teams
   Vinnie Whibbs
   Darien Schaefer
   Kimberly Sparks
   Riannon Boven– via Microsoft Teams
   Robert Overton
   Michael Griffin
   Scott Luth
   Brian Wyer
   Bruce Watson
   Sigrid Solgard – via Microsoft Teams
   William “Cadillac” Banks

7. Adjourn

   Chairman Barry declared the Budget C/W Workshop adjourned at 10:41 a.m. on July 14, 2020.

   Chairman Barry declared the Budget C/W Workshop adjourned at 12:37 p.m. on July 15, 2020.

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

JULY 16, 2020

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

Absent: Commissioner Douglas B. Underhill, District 2

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

Report prepared by: Krykyt Fisher

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 8:32 a.m.

2. Speakers

   The Board heard comments from the following individuals:

   James Welcome
   Craig Morin
   Erick Gleaton
   William Dunaway
   Michael Lowery
   Nick Gradia
   Senator Doug Broxson

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 9:07 a.m.

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

JULY 16, 2020

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

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

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 9:07 a.m.

2. Invocation

   Reverend Freddie Tellis of Allen Chapel AME 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 provided comments.

6. Recommendation: That the Board ratify the following retirement Proclamations:

   A. The Proclamation dated December 27, 2019, commending and congratulating Olga D. Crum, Corrections Department, on 26 years of service;

   B. The Proclamation dated December 27, 2019, commending and congratulating Clinton E. Powell, Public Works Department, on 27 years of service;

   C. The Proclamation dated December 27, 2019, commending and congratulating Cheryl C. Watts, Public Safety Department, on 22 years of service;

   D. The Proclamation dated May 29, 2020, commending and congratulating Emil L. Avenarius, Building Services Department, on 31 years of service; and

   E. The Proclamation dated June 17, 2020, commending and congratulating John S. Dosh, Public Safety Department, on 33 years of service.

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

REGULAR BCC AGENDA – Continued

FOR INFORMATION: Dr. John Lanza, Director, Escambia County Health Department, provided an update on COVID-19 in Escambia County, and upon inquiry from the Board, Chief Powell clarified the number of known positive cases in reference to inmates and staff at the Correctional facilities.

7. Written Communication:

   A. July 6, 2020, communication from Daniel Iwata concerning Code Enforcement fines and penalties.

Motion: "I would just ask that the remaining fines be waived."
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers
Speaker(s): None

   B. July 9, 2020, communication from Paolo Ghio, Santa Rosa Island Authority, regarding a "Food Truck" Pilot Program at Park West and Park East.

Motion: Move that we allow the [Santa Rosa] Island Authority to conduct these [four food truck] events.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers
Speaker(s): None

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

   A. The following two Public Hearings on the agenda:

      (1) The 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on July 4, 2020, for consideration of adopting an Ordinance establishing a Motorboat Exclusion Zone surrounding the Innerarity Point Park Swimming Area and paddlecraft Launch Area; and

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

8. Continued…

   A. Continued…

      (2) The 9:02 a.m. Public Hearing, advertised in the *Escambia Sun Press* on July 4, 2020, for consideration of adopting an Ordinance establishing a "Slow Speed-Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 13 – July 17, 2020,* as published in the *Pensacola News Journal* on July 11, 2020.

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

9. Recommendation: That the Board, at the 9:01 a.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-24] establishing a Motorboat Exclusion Zone surrounding the Innerarity Point Park swimming area and paddlecraft launch area.

Motion: Move the 9:01 as presented
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
Speaker(s): None

10. Recommendation: That the Board, at the 9:02 a.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-25] establishing a "Slow Speed-Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

Motion: Move the 9:02 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
Speaker(s): None

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2020, as required by Ordinance Number 95-13. On May 31, 2020, the portfolio market value was $309,102,744 and portfolio earnings totaled $508,094 for the month. The short term portfolio achieved a yield of 1.13%. The long-term CORE portfolio achieved a yield of 0.29%.

Motion: Move the Clerk's Report items 1 and 2
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

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

   A. Approve the Amended Minutes of the Regular Board Meeting held April 4, 2019 (the Minutes were amended to correct the second from Commissioner Bender to Commissioner Barry on the vote on the balance of the Budget/Finance Consent Agenda);

   B. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held July 2, 2020; and

   C. Approve the Minutes of the Regular Board Meeting held July 2, 2020.

Motion: Move the Clerk's Report items 1 and 2
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the revised Escambia Consortium Citizen Participation Plan for HUD Programs for purposes of incorporating updated language regarding the Affirmatively Furthering Fair Housing Rule, including provisions relative to waivers provided under the CARES Act, and making minor edits to align with 24 CFR § 91.105.

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

2. Recommendation: That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

   A. Authorize the County to be the responsible entity for select HUD Environmental Reviews for Continuum of Care Programs; and

   B. Ratify the County Administrator's signature on the HUD Environmental Reviews for Continuum of Care Project, "Housing First," sponsored by Lakeview Center, Inc., and "Project 90-2019," sponsored by 90Works.

   [Funding: N/A]

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

3. Recommendation: That the Board take the following action concerning the conveyance of parcels of real property and easements to the Florida Department of Transportation (FDOT) for their improvement project on State Road (SR) 10 (US 90A/Nine Mile Road):

(Continued on Page 7)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Continued…

A. Adopt the Resolutions authorizing the conveyance of a parcel of real property and temporary easement to FDOT for their planned improvement project on SR 10 (US 90A/Nine Mile Road);

- Resolution 1100 - deed(s) conveying private property acquired by FDOT on behalf of Escambia County [R2020-82]
- Resolution 702.1 - County rights-of-way to be used temporarily by FDOT [R2020-83]
- Resolution 100.3R - deed conveying County interest to FDOT [R2020-84]

B. Approve the Quit Claim Deed (100.3R) and the Temporary Easement (702.1) to FDOT, for their planned improvement project on SR 10 (US 90A/Nine Mile Road); and

C. Authorize the Chairman to execute the Deed, the Temporary Easement, and the Resolutions related to these conveyances without further action of the Board.

The areas of interest are located in Commission District 1.

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

4. Recommendation: That the Board schedule a Public Hearing for August 6, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.:

A. Authorize the scheduling of a Public Hearing for August 6, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block "28" of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E., and

(Continued on Page 8)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

   B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

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

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

5. Recommendation: That the Board schedule a Public Hearing for September 3, 2020, at 5:31 p.m., to consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less), as petitioned by Joel Knight:

   A. Authorize the scheduling of a Public Hearing for September 3, 2020, at 5:31 p.m., to consider the Petition to Vacate a Portion of the Alleyway Located in Block "D" of Kupfrian Park (0.05 acres, more or less), as petitioned by Joel Knight; and

   B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

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

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Recommendation: That the Board authorize the scheduling of a Public Hearing for August 6, 2020, at 5:33 p.m., for the purpose of receiving comments from the public concerning the Section 5339 proposed Grant Application by the Mass Transit Department, for Federal Transit Administration (FTA) Section 5339 Funds for Capital Projects.

   [Funding: The Grant Application is for a total of $1,612,050. The local Match of $403,013 will be covered by Federal Highway Toll Revenue Credits.]

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

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

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

8. Recommendation: That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources Management, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Pensacola Christian College Fireworks Display, to be launched at the Dale Horton Auditorium on July 31, 2020, from approximately 8:30 p.m., to 8:40 p.m.

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

10. Recommendation: That the Board authorize the scheduling of a Public Hearing on August 6, 2020, at 5:34 p.m., to consider adopting an Ordinance to establish an Economic Development Ad Valorem Tax Exemption (EDATE) for the Navy Federal Credit Union Expansion. The Board adopted a Resolution supporting the expansion and subsequent, anticipated EDATE request on June 10, 2013.

Motion: Move the Technical/Public Service Consent Agenda
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 803 Massachusetts Avenue:

   A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Angelina Stallworth, Owner; per the terms and conditions of NED S-R-2020-15, NED SHIP Housing Repair for 803 Massachusetts Avenue, for $33,620; and

   B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-15
	Fund 124/Affordable Housing, Cost Center 370290	$3,620	

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

2. Recommendation: That the Board take the following action concerning an Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant CARES Act Funding:

   A. Approve the Amendment to the 2019 HUD Annual Action Plan for Community Development Block Grant (CDBG) CARES Act Funding, in order to receive $872,881 in funding;

   B. Approve the general activities of public service; small business assistance; rent, mortgage, and utility assistance; and administration; and

(Continued on Page 12)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

C. Authorize the County Administrator to sign the Amendment and other necessary documents to implement and receive the Grant funding.

[Funding: Fund 129/CDBG-CV, Cost Center 370238]

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

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

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

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

Vendor/Contractor	Funding	Amount	Contract Number
TBD	Fund 352/LOST III, NESD/CRA; Fund 129/2019 CDBG, Cost Center 370234; Fund 129/2018 CDBG, Cost Center 370232; and ECUA	$900,000 $474,080 $27,725 $660,000	TBD

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

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Siteimprove, Inc., per the terms and conditions of the provided quote # 89158, in the amount of $9,750; and

B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of Siteimprove Software as a service subscription for the Information Technology Department of Escambia County, Florida, to Siteimprove, Inc., in the amount of $9,750, according to the specifications outlined in the attached Quote # 89158.

Vendor/Contractor	Funding	Amount	Contract Number
Siteimprove, Inc.	Fund 001, Cost Center 270102, Object Code 54601, Project Number	$9,750	Agreement # 89158

This is for use by Escambia County in its daily operations.

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

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

A. Approve and authorize the County Administrator to sign the Purchase Order for a Dell EMC XC740xdENT for ESXI Running Nutanix OS for ESXi 6.5, in the amount of $39,279.68, according to the specifications outlined in the provided Quotes # 3000063624740.1, in the amount of $39,000.00 and # 3000063608061.1 (Vendor Registry Quote # IT-Dell-EMC-XC740xdENT_Nutanix OS_2020), in the amount of $279.68; and

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of a Dell EMC XC740xdENT Server for the Information Technology Department of Escambia County, Florida, to Dell, Inc., in the amount of $39,279.68, according to the specifications outlined in the provided Quotes.

Vendor/Contractor	Fund	Amount	Contract/Agreement
Dell, Inc.	001 – General Fund 270102 – Cost Center 56401 – Object Code	$39,279.68	Quote # 3000063624740.1, in the amount of $39,000.00 Quote # 3000063608061.1, in the amount of $279.68

Motion: Move item number 5 in the affirmative A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

A. Adopt and authorize the Chairman to sign a Resolution [R2020-85] authorizing the lease of a portion of real property to the Escambia Pensacola Human Relations Commission (EPHRC); and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Escambia Pensacola Human Relations Commission (EPHRC), for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of $1 per year.

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

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

   A. Adopt and authorize the Chairman to sign a Resolution [R2020-86] authorizing the lease of a portion of real property to BRACE, LLC; and

   B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and BRACE, LLC, for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

   Rent is to be paid to the County, in the amount of $1 per year.

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

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

   A. Adopt and authorize the Chairman to sign a Resolution [R2020-87] authorizing the lease of a portion of real property to the Gulf Coast Diplomacy Council; and

   B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Gulf Coast Diplomacy Council, for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

   Rent is to be paid to the County, in the amount of $1 per year.

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

9. Recommendation: That the Board take the following action concerning the certification of millage rates and the scheduling of public hearings for the Fiscal Year 2020/2021 Budget:

(Continued on Page 16)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

A. Certify the millage rates for Fiscal Year 2020/2021 as follows:

County-wide Operating - 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685 Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public; the millage rates must be certified by August 4, 2020.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2019/2020;

B. Certify the proposed millage rates at 4.40% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2020/2021;

D. Schedule a Public Hearing on the Fiscal Year 2020/2021 Budget for September 8, 2020, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida;

E. Schedule a Public Hearing to adopt the Fiscal Year 2020/2021 non-ad valorem special assessment roll at 5:32 p.m., on September 8, 2020, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida; and

F. Schedule a Public Hearing to adopt the Fiscal Year 2020/2021 County-wide Budget at 5:31 p.m. on September 22, 2020, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida.

Motion: Move the item as amended **For information:** The amendment in the motion refers to the replacement recommendation which was distributed for this item.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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
Ten-8 Fire Equipment Vendor #: 200935 Fire Hose Tester Fund 352, LOST III Cost Center: 330228 Fire Services Capital Project	$25,609.60	N/A Quotes were obtained via Vendor Registry

[Funding Source: Fund 352, LOST III, Cost Center 330228, Fire Services Capital Project]

A request for quotations for a gas powered fire hose tester was posted on Vendor Registry, to receive quotes for a Fire Hose Tester System. NFPA recommends annual hose testing. This provides an opportunity to determine hose condition and if failure is likely, it will occur during this testing period opposed to during firefighting operations. A catastrophic hose failure during firefighting operations could mean the difference between life and death. The hose line is the firefighter's “lifeline” in more ways than one. The failure during operations could also mean additional damage from fire growth until another hose line can be put in place. Historically, testing has been done by internal staff utilizing the fire apparatus. It has been the experience of staff that immediately following the testing process, we would start to have pump failures and leakage. The purchase of the testing equipment will prevent any unnecessary damage to the pump. The price to replace a pump ranges from $1,100 to $6,500 and $6,500 to $22,000 to replace the transfer case and/or pump shaft. The purchase of the system will reduce the need to subject the fire apparatus to the additional stress of testing the hoses.

This request for quotations was emailed to 70 registrants in Vendor Registry. 18 firms opened and viewed the request for quotations. At closing on April 10, 2020, 3:00 p.m., one quotation had been received. Paul Nobles, Purchasing Manager, was notified of the one response and has advised that we could proceed with the purchase because an attempt was made to include all known vendors.

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued…

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

11. Recommendation: That the Board take the following action to approve and authorize the County Administrator to execute a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing, for $344,024.75 and approve funds and a reallocation to the project to fund this Change Order. An additional 20 contract days will be needed to complete this work:

A. Approve the reallocation of funds from the Muscogee Road Project and use of LOST III and LOST IV resurfacing funds as indicated below to the Fiscal Year 2019-2020 Resurfacing Project:

Fund	Cost Center	Project Number	Project Name	Amount
Fund 352, LOST III	210107	09EN0115	Muscogee Road Reallocation	$262,222.00
Fund 352, LOST III	210107	08EN0208	Resurfacing	$58,566.00
Fund 353, LOST IV	210106	18EN0238	FY 17-18 Resurfacing	$23,236.75
			Total	$344,024.75

B. Approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, on Contract PD 19-20.033, Fiscal Year 2019-2020 Road Resurfacing Project. This Change Order will add 10 Mile Road from Palafox to Chemstrand Road, Baggett Court from "P" Street to the cul-de-sac, and additional graded aggregate base and subgrade stabilization for Stillbridge Road:

(Continued on Page 19)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued…

B. Continued…

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$344,024.75
Vendor:	Roads, Inc. of NWF
Project Name:	FY 19-20 Road Resurfacing Project
Contract:	PD 19-20.033
PO#:	201456
CO#:	1
Original Contract Amount:	$3,245,664.99
Cumulative Amount of Change Orders Through this CO:	$344,024.75
New Contract Amount:	$3,589,689.74

This Change Order includes roads located within Commission Districts 3, 4, and 5.

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

12. Recommendation: That the Board take the following actions concerning award of a $250,000 Office of Economic Adjustment (OEA), Department of Defense, Grant Agreement for Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies:

A. Accept award of the Grant, for a total amount of $250,000, with a County match of 10% ($25,000);

B. Approve the Grant Agreement; and

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

C. Ratify the County Administrator's signature, as the community Authorizing Official, on the Grant Agreement and any related documents necessary on behalf of Escambia County, upload and submit to the OEA via the EADS II System in order to implement the Grant awards.

[Funding: Funds are available from Fund 102, Cost Center 360704]

Motion: Move the item in the affirmative A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

13. Recommendation: That the Board authorize the County Administrator to sign a Purchase Order to ALS Group USA Corp./ALS Environmental, in the amount of $41,000. ALS Group USA Corp./ALS Environmental submitted a quote, in the amount of $35,674.50, and was found to be the lowest responsive vendor. This Purchase Order is for general laboratory analysis of the FDEP required collection of water samples by the Escambia County Water Quality Laboratory, which supports the Waste Services Department monitoring program.

The amount of the Purchase Order represents testing for both Fall 2020 and Spring 2021 testing events and also includes funding for re-testing of samples, if needed, due to possible sampling issues (i.e. contamination, re-sampling to confirm results, etc.).

Vendor/Contractor	Amount	Contract
ALS Group USA, Corp./ALS Environmental **Fund 401, Solid Waste Fund** Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services - $18,400 Cost Center 230309, Solid Waste Closed Landfills: Object Code 53401, Other Contractual Services - $21,500 Cost Center 230316, Solid Waste Recycling Object Code 53401, Other Contractual Services - $1,100	$41,000	Vendor Registry Request for Quotes

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

A Request for Quotes for General Laboratory Analytical Services for the Escambia County Waste Services Department Landfills was placed in Vendor Registry, with a deadline of July 1, 2020. Vendor Registry sent 88 notifications, representing 46 firms. The Request for Quotes was downloaded by 25 of the firms notified. Four responses were received.

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

14. Recommendation: That the Board take the following action regarding the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application:

A. Adopt the Resolution [R2020-88] and ratify the Chairman's signature;

B. Approve the submission of the Grant Application and ratify the County Administrator's signature;

C. Approve the Grant Agreement and ratify the County Administrator's signature; and

D. Approve the designation of the County Administrator as the registered agent.

[Funding: The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $691,171. This Grant requires a 10% match. This amount, $76,797, is budgeted in Fund 104, Cost Center 320406]

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

15. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #4 to Southern Tires, adding funds for the Purchase of Tires for the Mass Transit Fleet.

Department:	Mass Transit
Division:	Fleet Maintenance
Type:	Addition
Amount:	$40,000
Vendor:	Southern Tires
Project Name:	N/A
Contract:	25172500-19-ACS
Purchase Order #:	201026
Original Award Amount:	$10,000
Change Order # 1:	$20,000
Change Order # 2:	$10,000
Change Order # 3:	$7,563.40
Change Order # 4 (This Request):	$40,000
Total:	$87,563.40

On October 3, 2019, the Board authorized the issuance of Purchase Orders to Southern Tires up to $75,000 (split over multiple Mass Transit Cost Centers). It has been determined that $75,000 will not be enough to cover Tire Purchases to finish out Fiscal Year 2019/2020.

[Funding: Funds are available in Fund 104, Mass Transit, Cost Center 320401, Mass Transit Operations]

Motion: So moved **For information:** The Chairman advised that he would entertain a motion to drop this item.
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board adopt the Resolution [R2020-89] approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110), in the amount of $19,949, to recognize proceeds from the State of Florida Division of Emergency Management (FDEM) Federally-funded Subaward and Grant Agreement G0137, Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S), and to appropriate these funds to assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021.

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

17. Recommendation: That the Board adopt the Resolution [R2020-90] approving Supplemental Budget Amendment #167, Other Grants and Projects Fund (110), in the amount of $225,000, to recognize proceeds from the Office of Economic Adjustment (OEA), Department of Defense, and to appropriate these funds for the Naval Air Station Compatible Use and Joint Land Use Studies project.

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

18. Recommendation: That the Board adopt the Resolution [R2020-91] approving Supplemental Budget Amendment #168, Local Option Sales Tax IV (Fund 353), in the amount of $1,757,418, to recognize proceeds to be received from Emerald Coast Utilities Authority (ECUA) for an Interlocal Cost Sharing Agreement, and appropriate these funds for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2.

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

19. Recommendation: That the Board take the following action regarding the State-Funded Subaward and Grant Agreement Number 0114:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Subaward and Grant Agreement providing funds, in the amount of $105,806, to assist in enhancing daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period of July 1, 2020, through June 30, 2021;

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

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant while certifying the following:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursement and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 21 Sections 3729-3730 and 3801-3812)."

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

Section (18) Mandated Conditions and Other Laws, Subsection (b) that "This Agreement shall be construed under the State of Florida, and venues for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330405]

Motion: Move A, B, and C, 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 Board take the following action regarding the Federally-Funded Subaward and Grant Agreement Number G0166:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds, in the amount of $109,650, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management, and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2020, through June 30, 2021;

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

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (18) Mandated Conditions and Other Laws (b) "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

Motion: Move A, B, and C 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

21. Recommendation: That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement Number G0137:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $19,949.43, to assist local emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency for the period of April 27, 2020, through June 30, 2021;

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

C. Authorize Eric Gilmore, Emergency Management Manager, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (18) Mandated Conditions and Other Laws, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330485]

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

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Thalle Construction Company, Inc., per the terms and conditions of PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining, in the amount of $7,612,711; and

B. Approve the remaining budget of $387,289, for contingency funding for similar and/or related tasks.

Florida Department of Environmental Protection (FDEP) requires an annual lifespan/cell capacity analysis be conducted (see Attachment A). This analysis is based on disposal rate, annual population growth rate, waste density and volume of active cell life remaining. The most recent analysis, conducted December 2019, indicated the end of life for existing Cell 1A to be January 2024. The future rate of increased waste generation will affect this timeline.

Design and construction of Cell 1B will take approximately 24 months. If the Agreement with Thalle Construction Company, Inc., (Thalle) for mining is approved, the design/construction timeline is extended by six months. Barring any unforeseen circumstances, the schedule to complete Cell 1B allows for a nine to 15-month contingency, to have Cell 1B in operation prior to the end of the estimated life span of Cell 1A. To ensure timely construction of Cell 1B, the design Contract is an item on this agenda for the Escambia County Board of County Commissioners (Board) consideration today.

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining was publicly noticed to 146 firms via Vendor Registry on November 19, 2019. The solicitation was viewed by 51 firms. Technical Proposals were received from three firms on January 2, 2020, and fee proposals on January 24, 2020. Thalle Construction Company, Inc., was deemed to be the most qualified and responsible firm with the lowest total cost.

Vendor/Contractor	Amount	Contract Number
Thalle Construction Company, Inc. Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	$7,612,711	PD 18-19.107

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued…

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Failed 2-3 with Commissioner May, Commissioner Bergosh, and Commissioner Barry voting "no"
Speaker(s): Mark Roberts and Dr. Pradeep Jain

23. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the Terms and Conditions of PD 19-20.026, Waste Services Section 5 Cell 1B Design, in the amount of $972,222.

Vendor/ Contractor	Funding	Amount	Contract Number
HDR Engineering	Cost Center: 230315 SW Projects Object Code: 56301 Improvem'ts ... bldgs	$ 972,222	PD 19-20.026

The solicitation was issued via Government Forms Software to 352 registrants representing 218 firms.

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

24. 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 19-20.068, Crockett Street Drainage Improvements Phase II for Services, in the amount of $266,495:

Vender/Contractor	Funding	Amount	Contract Number
Site and Utility, LLC	Fund: Name: Lost lV Fund Number: 353 Cost Center:210106 Object Code:56301 Project #19EN0535:	$266,495	PD 19-20.068

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

This project is located in Commission District 5.

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

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

A. Approve the first of two possible one-year renewals for an Indefinite Quantity, Indefinite Delivery, Multiple Awards Contract for PD 18-19.041, Inmate Goods and Cleaning Supplies, for a term of 12 months, effective August 1, 2020, for the Agreements between Escambia County and the following firms that did not request a price increase:

- Charm-Tex;
- Dees Paper Company, Inc.;
- Hill Manufacturing Company, Inc.;
- Supreme Paper Supplies, LLC.

B. Approve the first of two possible one-year renewals for an Indefinite Quantity, Indefinite Delivery, Multiple Awards Contract for PD 18-19.041, Inmate Goods and Cleaning Supplies, for a term of 12 months, effective August 1, 2020, for the Agreements between Escambia County and the following firms that requested price increases for some of the 374 items on the price list. These increases were reviewed and approved by the Corrections Department:

- Bob Barker Company, Inc., asked for changes to 255 items which, if all items were ordered from Bob Barker, would result in an estimated increase in pricing of 4.2% ($2,119.10);
- Charles Neely Corporation d/b/a PR Chemical and Paper Supply, asked for price changes on just three items which, if all three were ordered from this firm would result in an increase of 1.8% ($486.60);
- Interboro Packaging Corporation requested a price increase for three items which, if all three items were ordered from this firm would result in an increase of 14.9% but is only $113.11; and
- Merchants Paper Company, Inc., requested a price increase for nine items which, if all nine were ordered from this firm would result in an increase of 1.9% ($249.59).

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Continued…

Vendor	Funding	Solicitation
• Bob Barker Company, Inc. • Charm-Tex • Charles Neely Corporation d/b/a PR Chemical and Paper Supply • Dees Paper Company, Inc. • Hill Manufacturing Company, Inc. • Interboro Packaging Corporation • Merchants Paper Company, Inc. • Supreme Paper Supplies, LLC	Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies	PD 18-19.041 Inmate Goods and Cleaning Supplies

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 take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and Marathon Health, LLC (Marathon), per the terms and conditions of PD 19-20.035, Onsite Employee Health Clinic Administration, for an annual fee of $1,026,676.95; and

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

B. Approve an Amendment to Agreement for Services at an Onsite Center with the current Escambia County employee health clinic (Clinic) vendor, Concentra, until September 30, 2020, in order to provide adequate time for the transition from Concentra to Marathon.

Motion: Move the item, A and B, in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers
Speaker(s): Garnett Hagensick

27. Recommendation: That the Board approve the funding of $1,000 to Five Flags Sertoma Club, "Food Baskets for the Needy", from Commissioner Jeff Bergosh's discretionary money.

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

Motion: Move this in the affirmative, $1,000 from my discretionary **For information:** The board discussed tracking this funding with County Administrator Gilley and whether these funds could be recouped from the CARES Act funding.
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

28. Recommendation: That the Board approve and authorize the County Administrator to sign a Purchase Order to DLUX Printing, for Public Health "Mask Up Escambia" Campaign Postcard Mailer including postage, in the amount of $33,577.25.

COVID-19 CARES

Vendor/Contractor	Amount
DLUX Printing	$33,577.25

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Craig Morin

29. Recommendation: That the Board approve and authorize the County Administrator to sign the Engagement Letter for additional services between Escambia County, Florida, and Warren Everett, LLC, per the terms and conditions of PD 18-19.004, Financial Auditing Services. The Escambia County Mass Transit Department is required to have an Independent Auditor Statement (IAS), as required by the Federal Transit Administration National Transit Database. Warren Averett, LLC, has agreed to perform the National Transit Database IAS for the Escambia County Mass Transit Department are not to exceed $11,000.

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

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

A. Authorize an interest free interfund loan from the Local Option Sales Tax (LOST III) fund (352) to the Gulf Coast Restoration Fund (118), in the amount not to exceed $300,000, with LOST being reimbursed as Grant funds are received in order to cashflow a reimbursable RESTORE Act Grant for the Beulah Master Plan;

B. Adopt the Resolution [R2020-92] approving Supplemental Budget Amendment #176, Gulf Coast Restoration Fund (118), in the amount of $300,000, to recognize the proceeds of an interfund loan, and to appropriate these funds for the purpose of cashflowing a RESTORE Act Grant for the Beulah Master Plan.

(Continued on Page 33)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Continued…

Motion: Move the item in the affirmative, with the addition of the hearing, August 6th.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

31. Recommendation: That the Board award and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and C.W. Roberts Contracting, Incorporated, per the terms and conditions of PD 19-20.071, resurfacing Old Chemstrand Road East Railroad Right-of-Way to Monsanto Entrance, in the amount of $1,040,250.49.

Vendor	**Funding**	**Solicitation**	**Amount**
C.W. Roberts Contracting, Incorporated	Fund: 353, LOST IV; Cost Center: 210106, Transportation & Drainage; Object Code: 56301, Improvements Other Than Buildings; Project Number: 20EN0918	PD 19-20.071	$1,021,342.60
C.W. Roberts Contracting, Incorporated	Fund: 353, LOST IV; Cost Center: 210106, Transportation & Drainage; Object Code: 56301, Improvements Other Than Buildings; Project Number: 18EN0238	PD 19-20.071	$18,907.89
TOTAL			**$1,040,250.49**

Specification PD 19-20.071, Resurfacing Old Chemstrand Road East Railroad Right-of-Way to Monsanto Entrance, was posted to Vendor Registry on June 5, 2020, and was issued to 112 registrants representing 78 Firms. The solicitation was viewed by 23 firms and downloaded by 19.

(Continued on Page 34)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Continued…

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

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action concerning Local Government Area of Opportunity funding for 9% Housing Tax Credit Applications through the Florida Housing Finance Corporation (FHFC):

   A. Approve, and authorize the County Administrator to sign, the Local Government Verification of Contribution Loan Form, subject to legal review and signoff, in support of the Local Government Area of Opportunity for 9% Housing Tax Credits under RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties for Leah Gardens, in the amount of $460,000, with funding to be provided by the Escambia County Housing Finance Authority; **OR**

   B. Support the provision of funds for a Local Government Area of Opportunity, in the amount of $460,000, as required by RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties, to support one multi-family development Application, with funding to be provided by SHIP and Affordable Housing funds; and

   C. Approve the local Application form and timelines, to include some flexibilities regarding local community meetings due to COVID-19.

Vendor/Contractor	Funding	Amount	Contract Number
Vendor: TVC Development (Leah Gardens) **OR** Vendor: TBD	Escambia County Housing Finance Authority **OR** Fund 120/2021 SHIP, Cost Center 370208 [$100,000] and Fund 124/Affordable Housing, Cost Center 370290 [$360,000]	$460,000	N/A

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

Motion: Motion for just A **For information:** Commissioner May clarified that there are conditions required by the neighborhood that the developers are expected to meet and if those are not met, this action will be brought back before the Board.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board concur with the Florida State Surgeon General, Dr. Scott Rivkees, on the appointment of Marie Mott as the Administrator of the Florida Department of Health in Escambia County.

Motion: Move the item in the affirmative with the addition of a Letter of Thanks to the State Surgeon General
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Marie Mott and Dr. John Lanza

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-81; and

   B. Extension of Escambia County State of Local Emergency.

Motion: Move A and B in the affirmative **For information:** This action adopted Resolution Number R2020-93.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

FOR INFORMATION: County Administrator Gilley gave a presentation on budget updates due to COVID-19 with regards to tax collection, revenue sharing, FEMA reimbursement and CARES Act funds.

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: At the request of Commissioner Barry, that the Board discuss the Agricultural/Rural FLU Comprehensive Plan Amendment.

Motion: Move that we send this to the [Planning] Board for their discussion, their analysis, and to return a recommendation to this Board as they see appropriate
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board rescind previous allocation of $500.00 to My Brothers and Sisters in support of the Bells Head/Gary Circle Community Reunion and approve an allocation of $500.00 to My Brothers and Sisters Organization in support of the Father Daughter Dance.

Motion: That the Board rescind previous allocation of $500.00 to My Brothers and Sisters in support of the Bells Head/Gary Circle Community Reunion and approve an allocation of $500.00 to My Brothers and Sisters Organization in support of the Father Daughter Dance.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
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 11:51 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: August 6, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18257 **Growth Management Report 12. 1.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: Review of Rezoning Cases Heard by the Planning Board on July 6, 2020
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 6, 2020

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 6, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-05, and Z-2020-06 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: **Z-2020-05**

Address:	8838 Fowler Avenue
Property Reference No.:	10-1S-30-1101-081-001
Property Size:	2.4 (+/-) acres
From:	HDMU, High Density Mixed Use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	William Joseph, Agent for Patrick Neville, Owner

Planning Board Recommendation:	Deny
Speakers:	William Joseph, Patrick Neville, Ronald Fowler, Margaret Conner

2. Case No.: Z-2020-06

Address:	Halcyon Circle
Property Reference:	26-2S-31-1000-004-001
Property Size:	9.99 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Anthony Baroco, Owner
Planning Board Recommendation:	Deny
Speakers:	Tom Hammond, Anthony Baraco, Sherrie Baraco, Patsy Kee, Ramona Taylor, Ernestine Geci, Wade Geci, Michelle Warren, Douglas Cecil, Sandy Griner, Robert Jernigan, Brenda Presley, Mark Edwards, Frank Koskie, Jordan Walls, Harry Huelsbeck, Tammy Koskie, Thomas Warren, Brian Barr, Barbara Albrecht, Nancy Barr, Charles Hamilton, Mary Strawbridge, Thomas Hatch, Jennifer Rathbun, EG Presley, Edward Lance Presley, Shane Wood, Richard Hawkins, Paul Hawkins, Ellen Rostin, Thomas Haines, Emily Smith, Angela Windham, Katelyn Mines, Thomas Hix, Alexis Mines, Elliot Bawden, Veronica Bawden, Kimberly Birthright, Lupe Birthright, Robert Johnson, Jennifer Johnson, Rex Jenson, Raymond Bowne, Patricia Cornish, Steve Cornish, Mark Frances, Phillip Kittell, Lisa Kirkman, Namrata Advani, Tammy Dyess, Michael Dyess, Rosemary "Jana" Graves, Karrie Galvano, Christine Schuster, Janet Struck

BACKGROUND:

The above cases were owner initiated and heard at the July 6, 2020, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this

month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2020-05
Z-2020-06

Z-2020-05

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-05
Applicant: William Joseph, Agent for Patrick Neville, Owner

Address: 8838 Fowler Avenue
Property Size:
From: HDMU, High Density Mixed Use district (25 du/acre)

To: HC/LI-NA, Heavy Commercial Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbrewery bars, nightclubs, or adult entertainment uses (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of July 2020, commencing at approximately 8:45 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman JAY INGWELL
District 5 District 1

TIM PYLE, Vice Chairman GARY SAMMONS
At-Large District 2

REID RUSHING
At-Large

PLANNING BOARD STAFF PRESENT:
STEVE WEST, ESQUIRE
Assistant County Attorney

HORACE JONES, Director, Development Services
ALLYSON LINDSAY, Development Services
ANDREW HOLMER, Development Services
KAYLA MEADOR, Administrative Supervisor

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P R O C E E D I N G S

THE CHAIRMAN: Good morning, everyone.

I hereby call to order the Escambia County Planning Board Quasi-Judicial hearing for July 6th.

We have four members, so we do have a quorum. I would ask each of you to turn off your electric devices or noisemakers so we don't interfere with the meeting, or at least put them on silent.

At this time I'm going to ask everyone to please stand for the Pledge of Allegiance.

(Pledge of Allegiance recited.)

THE CHAIRMAN: Thank you.

I'd like to ask our staff members: Do we have proof of publication of the meeting?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Did that publication meet all of the legal requirements?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. The Chair will entertain a motion to waive the reading of that legal advertisement.

MR. SAMMONS: So moved.

THE CHAIRMAN: Okay. Motion.
MR. INGWELL: Second.
THE CHAIRMAN: Second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
Board members, you've been previously provided the rezoning meeting minutes from the previous meeting.
Are there any additions, deletions, or corrections to those meeting minutes?
(No response.)
THE CHAIRMAN: Hearing none, the Chair will entertain a motion to accept into evidence.
MR. PYLE: So moved.
THE CHAIRMAN: Motion.
Second.
MR. INGWELL: Second.
THE CHAIRMAN: Second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)

THE CHAIRMAN: All right.
Board members, the rezoning hearing package for July 6, 2020, and the findings of facts have previously been provided to you.
The Chair will now entertain a motion to accept that rezoning hearing package with the findings of facts and the legal advertisement into evidence.
MR. PYLE: So moved.
THE CHAIRMAN: Second?
MR. SAMMONS: Second.
THE CHAIRMAN: Second.
All those in favor?
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
Please note the rezoning hearing package with the findings of facts and the legal advertisement will be marked and included in the record for all of today's cases.
At this time we will ask our court reporter to please swear in the members of staff that will be testifying.
(All staff members were duly sworn.)

THE CHAIRMAN: Okay. Thank you.
And I guess Horace has stepped out of the room. We'll make sure we get him to swear in when he comes back in.
Okay. The Board has previously qualified members of the staff to offer expert testimony in the area of land use and planning.
Do any of you have any questions regarding their qualifications or their ability to offer this expert testimony?
(No response.)
THE CHAIRMAN: Hearing none, the Chair will admit the staff members as considered experts in the area of land use and planning.
I'm now going to read into the record an important statement, which is about what a quasi-judicial hearing is. And it's a little long and lengthy, so just bear with me here.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law. However, they are

less formal.
All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination. All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.
Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.
Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.
Each individual who wishes to address the Planning Board must complete a speaker request form. They are located at the back of our chambers. You will not be allowed to speak unless we have a speaker request form.
Please note that only individuals who speak today and give testimony on the record before this Planning Board will be allowed to speak at the subsequent Board of County Commission meeting.
There is no new evidence can be presented

to the Board of County Commission meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the Board of County Commissioners. They will review that testimony, the documents, exhibits, and consider the closing arguments. They will make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days that the BCC either approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with members of the Planning Board regarding any cases today is considered ex parte communication.

Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in Board of County Commission Resolution 96-13.

As each case is heard, I will ask the board members if you had been involved in any ex

parte communication to identify themselves and describe the communication.

If you would, please bring up the criteria on the board at this point.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the Board of County Commissioners shall include consideration of the following approval conditions.

(Approval conditions recited.)

THE CHAIRMAN: At the beginning of each case, as long as there are no objections from the applicant, the staff will present the location and zoning maps and photography of the property.

Then we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses they wish to call. Finally, we will allow everyone who has completed a speaker request form to speak on the matter.

Before we go into the cases, I would like to remind everybody of something. These conditions that are listed on the board are the criteria that we must consider. These are the

only criteria that we can consider, according to the rules. So this is what we're going to be looking at, is A through E.

Now, you may have other concerns, things such as traffic, stormwater. A lot of topics come up in these meetings. Just understand that that is not what this board votes on. We vote on these criteria.

There is another process, the Development Review Committee, which reviews everything, stormwater, access, emergency access, traffic, all kinds of things like that.

You're welcome to say what you want on the record. We're not going to tell you what you can and can't say, but I'm just telling you, these -- A through E -- are what we must consider for the case. Okay. So that's sometimes a little confusing because it's not real simple to understand exactly what they're saying.

But I think the best way to approach it is when you come up to speak, if you'll just say, "I'm going to speak on item D" and then start speaking. And that way we know what your concern is on each subject.

Yes. Question from the back?

UNIDENTIFIED VOICE FROM THE AUDIENCE: I just wonder if you have that in a printed form that we can see, that A through E. Is that the --

MR. JONES: It will be, yes, sir.

THE CHAIRMAN: Do you have it printed for -- in the back of the room?

MR. JONES: I think there's some printed copies back there.

MS. LINDSAY: No. The criteria should be in here.

MR. JONES: We'll get you some.

MS. LINDSAY: It's on the back of the pink form.

MR. JONES: I promise you I'll get everyone one. So, please, if you focus on the Chairman, I will get everyone one.

THE CHAIRMAN: All right. Thank you, Horace. Horace is going to get copies of that so you'll know what the criteria are.

Okay. At this point, we have two cases for our quasi-judicial hearing today. And we have such a large crowd, we're going to just jump right into them.

The first rezoning application for consideration today is Case Z-2020-05. The applicant is William Joseph, who is the agent for Patrick Neville, the owner, 8838 Fowler Avenue.

And this is a requested change from HDMU, which is high-density mixed-use to HC/LI-NA, heavy-commercial light-industrial district, prohibiting the subsequent establishment of microbreweries, microdistilleries, microbrewery bars, night clubs or adult entertainment uses.

Members of the Board, at this time I'm going to ask: Has there been any ex parte communication between you, the applicants, agents, attorneys, witnesses or fellow Planning Board members?

I'll also ask if you have visited the subject property. And please disclose if you are a relative or business associate to any of the parties.

Mr. Sammons.

MR. SAMMONS: No to all.

THE CHAIRMAN: Thank you.

MR. PYLE: No to all, but I know where the property is.

THE CHAIRMAN: Okay. Chairman, no to all.

MR. INGWELL: No to all.

THE CHAIRMAN: Okay. I guess that's it for right now. Okay.

Staff, on this case, was notice of the hearing sent to all interested parties?

MR. HOLMER: Yes, it was.

THE CHAIRMAN: Thank you. And was that posting also posted properly on the subject property?

MR. HOLMER: Yes, it was.

THE CHAIRMAN: Okay. I'll now ask Mr. William Joseph, do you have any objections to maps or photography on the property?

MR. JOSEPH: The photography is, when it says it's looking east, from staff, it's actually west. And then the one west --

THE CHAIRMAN: Okay. Sir, we record everything in here because it's verbatim. So just yes or no. Are you okay with them presenting it?

MR. JOSEPH: Yes. Yes.

THE CHAIRMAN: I'll give you an opportunity --

MR. JOSEPH: Yes.

THE CHAIRMAN: -- to correct what they've done wrong.

MR. JOSEPH: Yes. Yes, sir. I'm for it.

THE CHAIRMAN: He's indicated he's okay with the maps and photography.

So, Drew, are you taking the lead?

MR. HOLMER: Now.

THE CHAIRMAN: Okay. Announce your name and position, please.

MR. HOLMER: Oh. Sorry.

Andrew Holmer, Escambia County Development Services.

So the first map we have up here is our location map. As you can see, the property is on the east side of Fowler, south of Nine Mile, and north of Detroit.

The zoning map, showing the 500-foot radius. The zoning on site is currently HDMU. You can see to the north and south of it is HDMU, and MDR is across the street.

Future land use map for the site. It's mixed-use urban. Existing land uses surrounding the area.

This is a aerial map with the parcel in question highlighted in red.

This is the public hearing sign that's posted on site.

And this is actually, yes, looking west from the parcel in question if you're looking across Fowler.

This is, once again, looking west across Fowler.

This is looking north on Fowler.

And looking south on Fowler.

And then this is looking from Fowler into the site. It's looking east into the parcel. I'll come back to the zoning.

THE CHAIRMAN: Okay. So everything?

MR. HOLMER: Yes, sir.

THE CHAIRMAN: All right. Board members, any questions about the maps or photography?

(No response.)

THE CHAIRMAN: All right. So, Horace, I think you were out of the room when the staff was sworn in. Would you please be sworn in in case you're testifying today, please?

HORACE JONES, Director of Development Services, was duly affirmed.

THE CHAIRMAN: Thank you, sir.
One other quick note. When you come up to the microphone, please make sure that you speak clear and concisely because it is being recorded.
Also, if you feel comfortable, please pull down your mask. We have a couple board members that may have a little trouble hearing, so it helps if they can kind of read your lips a little while you're speaking, so . . . if you feel comfortable. If you don't feel comfortable taking the mask down, we'll just do the best we can to understand you.
Okay. At this time we'll ask the applicant to please come forward, Mr. William Joseph.
Good morning sir. If you'll please be sworn in.

WILLIAM JOSEPH, Agent for Patrick Neville, Owner, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Thank you, sir. If you'll please state your full name and address for the

record.
MR. JOSEPH: William Joseph, 2791 Glen Eden Drive, Pensacola, Florida 32514.
THE CHAIRMAN: Thank you, sir.
Have you received a copy of the staff's rezoning hearing package and the findings of fact?
MR. JOSEPH: I've obtained it offline. I did not receive one from staff.
THE CHAIRMAN: Okay. But you had an opportunity to review the hearing package and the findings --
MR. JOSEPH: As of this past weekend. I feel like I'm a little ill-prepared because of the short time I've had to review the findings.
THE CHAIRMAN: Okay. In that case, are you asking for an extension, or do you feel like you're appropriately prepared?
MR. JOSEPH: I say we address it.
THE CHAIRMAN: Okay. All right. We don't --
MR. JOSEPH: I understand.
THE CHAIRMAN: -- want you to feel --
MR. JOSEPH: I understand. I appreciate your consideration. I do, absolutely.

THE CHAIRMAN: Yes, sir. Okay.
And do you understand that you have the burden of providing substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?
MR. JOSEPH: Yes, sir, I do.
THE CHAIRMAN: Now, just one other note about procedure in quasi-judicial. The staff has presented their findings of facts which they'll cover in a little bit.
If you are in disagreement with those findings, it's your responsibility to present an alternate finding that it meets the criteria or doesn't, just based on whatever you're presenting. Okay?
MR. JOSEPH: Yes, sir.
THE CHAIRMAN: Because when we vote on it, we have to have each criterion outlined.
MR. JOSEPH: I understand.
THE CHAIRMAN: Please proceed, sir.
MR. JOSEPH: Mr. Chairman, board members, I'd like to thank you for the opportunity to

speak in front of you. I'm sure there's places in this country that do not have an avenue to pursue these kind of requests. So I'd like to start by saying that.
I hold a lot of knowledge, personal knowledge, about this particular request, combined with being a 20-year veteran of Escambia County engineering. I hope that makes me knowledgeable enough to address this board today in an appropriate manner.
THE CHAIRMAN: Okay, sir. Are you going to ask to be qualified as an expert in engineering or plan use -- excuse me, land use and planning?
MR. JOSEPH: I -- I could. Is that . . .
THE CHAIRMAN: It's up to you.
MR. JOSEPH: Yeah.
THE CHAIRMAN: It's your case to prove, so --
MR. JOSEPH: I understand.
THE CHAIRMAN: If you do, we would need you to explain your background, any certificates or licenses that you may --
MR. JOSEPH: I think at this point we just move forward.

THE CHAIRMAN: Okay. All right.
MR. JOSEPH: Like, I'll reiterate with respect to the findings. I did not receive a notice or a copy or a link to go to.
I happen to be somewhat familiar with the agendas online and -- and actually researched that this weekend to become familiar with those.
I did speak to staff on site when the on-site sign was being posted. I was led to believe that everything was compatible, so I didn't put a whole lot of weight into those -- those findings. I thought it was going to be compatible and it was going to be favorable decisions rendered by staff, only to review them this past weekend and find out a number of negative comments.
The current density for the property, just to speak about the current zoning and the density, allows 60 dwelling units on that property. It allows a 35,000 square foot retail sales business. And I say that to make the point that our use that's on this property is much less intense than those uses that are currently allowed.
So with that being said, the finding of

fact consistency with the future land use, MU-U was confirmed compatible.
The only condition that we did not meet was a arterial collector road. And if I could refer to the package -- or excuse me -- the letter from -- interoffice memo from the Traffic Division, the only criterion we did not meet on that -- on -- under their criteria for considering a road to be an alternative road was the 22 foot of paving.
The 35-mile-an-hour speed limit was posted. A signalized intersection within the distance required in both directions or alternative roads that are required.
We did traffic counts that were -- that had to be 1500 trips per day. We achieved 2992 and 2672 trips per day respectively.
Those are somewhat diminished, from my understanding, because of the pandemic, and there's not a lot of people out these days. They consider them to be diminished 15 or 20 percent, by the individuals that performed that traffic count.
It does say, you know, 22 foot right in front of the property. Then it's only 21 feet

350 feet south -- or 350 feet north of the property.
And I would just have to question the method of measurement. You know, maybe -- maybe would it kick the grass back enough to find that six inches on either side of the roadway? Or something to that effect?
And it's just my observation of reading this, so . . .
THE CHAIRMAN: Mr. Joseph, if you --
MR. JOSEPH: Yes. Yes, sir.
THE CHAIRMAN: -- just pause for just a moment, I just wanted to let the record reflect that Mr. Reid Rushing, another board member, has joined the meeting at this point.
Mr. Rushing, I need to ask you the ex parte questions on this case. We are on case Z-2020-05, 8838 Fowler Avenue.
And have you had any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public? Have you visited the subject site? And if you are a relative or business associate of any of the parties.

MR. RUSHING: No, to all.
THE CHAIRMAN: No to all. Okay. Thank you, sir.
All right, Mr. Joseph, go ahead, sir.
MR. JOSEPH: I did want to mention that this does not contribute to or promote a strip commercial development. Some of these things in here, that -- the criteria I'm attempting to meet today.
And in each one of the findings at the end of the statement, it says, "compatibility analysis was not provided."
And I know that staff had originally adamantly requested me to have that on a separate piece of paper. And I contend that I was addressing it in each one of these criteria, so that is my compatibility analysis, the information, the narratives that I've given to each of these criteria, to attempt to show you the factual surroundings, compatibility, and other issues.
Like I said, I thought I was provided a compatibility analysis, so I guess I should have put it on a different sheet of paper.
The intent is to bring the property into

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compliance. And with respect, we are currently zoned to do what we do. We're lacking a little bit of outside storage, but this would be the first step in bringing this property in compliance with respect to stormwater, building codes or whatever it may be.

And, actually, we have had some long-term ongoing permit issues on the property. And this is one attempt to get that ball rolling. We fully intend to go back to the Development Review, submit packages, stormwater.

We have one sitting on our desk ready to submit today, as a matter of fact. So that's the intent of this property.

We're not trying to increase the intensity. We're just trying to get a little bit of outside storage, and then take this and run it through the review process and see where we're at with some of these structures that were discovered in the past of not being permitted, basically.

So the findings also -- and some of this is menial. Sites such as a towing company across the street from us. It's actually a repossession company.

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And not to . . . well, I guess it goes without saying. They got a huge amount of outside storage on that property. And that is into the -- into the MDR across the street.

We are separated by a 50-foot right-of-way from MDR. We feel like we're contiguous with current zoning.

It was stated that in the current zoning, in the 500-foot radius, that there was not a type of zoning that we're requiring. And there is to the east of the property, as on staff's map, as well on the maps that I provided.

HCLE [sic] is separated by a retention pond that's owned by the county. And I would present that -- I haven't done any research, but I'd present to you that that easement was probably given by this property owner at one time. I would have to do some research to that fact.

So, again, I just wanted to point out, with these -- these inconsistencies in facts -- the findings from staff leaves you a little bit concerned.

Again, findings stated that the property to the south has a single-family dwelling. It's

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on the maps. It's not. It's an accessory structure is all it is.

It just -- and these things might be menial, but when misstated -- and items raised concern over other inconsistencies. Where are all these inconsistencies?

You know, we're looking east and west. To me, that would be important. I would want to know that I've been presented a package that tells me I'm looking in the right direction, and all the surrounding criteria that exists.

I will say a favorable vote today, again, would start the ball rolling or -- or cause us to continue to bring the property into compliance.

No real anticipations of expansion or anything. Our business is from morning to evening. There was nobody on the property here today. We stripe roadways. We go out there.

We're good neighbors. We keep a clean, tight, high-and-tight situation, so our residential neighbors have never complained to the north of us.

There's a couple of properties that are still owned by the original owner of Coastline

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Striping from 2004, so we don't really have any large impacts there.

But with that being said, I thank you guys for allowing me to have some of the Board's -- just of its time this morning. And I really appreciate the opportunity to speak in front of you.

THE CHAIRMAN: Thank you, sir.

I did have one question.

MR. JOSEPH: Yes, sir.

THE CHAIRMAN: Okay. Horace, you want to make an announcement?

MR. JONES: Thank you, Mr. Briske.

THE CHAIRMAN: Just stay close, Mr. Joseph.

MR. JONES: There have been some statements made about that he did not -- was aware -- not trying to discredit anyone, but for the record, you know that these things become very controversial and they can be challenged, or you're making statements that could be challenged.

So I want to make sure, for the record. On Tuesday, June 30, 2020, Ms. Kayla Meador, our administrative supervisor . . . she sent an

email to williamjoseph@ecstriping.com, and as well as pneville@ecstriping.com.

So it's for the record that there was an email with the link, which staff did furnish them the information about his findings of fact.

That was stated twice. So for the record, I want to make sure that the record is clear. So I would like to include this as evidence.

THE CHAIRMAN: Okay. Horace, if you would, please, state your name and position for the record.

MR. JONES: Yes. Sorry. Sorry.

My name is Horace Jones. I am the Development Services Director for Escambia County.

THE CHAIRMAN: Okay.

MR. JONES: I just want to make it clear for the record.

MR. SAMMONS: Mr. Jones, is that time-stamped?

MR. JONES: Yes, sir. It's at 2:12 p.m.

MR. SAMMONS: Okay. Thank you.

THE CHAIRMAN: It's at the pleasure of the board to accept Mr. Jones' email into evidence.

Mr. Jones, is that a true and accurate

copy of the email that one of your staff members sent?

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. Board members?

MR. JONES: It's part of the county records.

THE CHAIRMAN: I think we should make a motion.

MR. PYLE: I make a motion to accept this into evidence as Exhibit A.

THE CHAIRMAN: Okay. Do we have a second?

MR. RUSHING: Second.

THE CHAIRMAN: Second.

All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Please label that as Staff Exhibit A for the case, 2020-05.

(Document received in evidence as Staff Exhibit A.)

THE CHAIRMAN: All right. Mr. Joseph, if you'll come back forward, please, I think myself and a couple board members may have a few questions.

MR. JOSEPH: Yes, sir.

THE CHAIRMAN: Sir, I was unsure if you had -- you talked about a compatibility analysis. And I thought you said you submitted. Did you submit a compatibility analysis?

MR. JOSEPH: I did with respect to -- as part of the package, with respect to addressing each of those issues individually. I did not put it on a separate sheet of paper.

And as you go down to each criterion under the application, I give a narrative on each and every one of those as to why we consider it to be compatible, whereas, you know, staff is saying not.

And I was pointing to the wrong stuff, but mine's pretty obvious. It's on the application. And then under each of those criterion, underlined, in bold would be my narrative to support us complying with each of those criterion.

And I did that down each and every one pretty -- pretty herculean effort there I too -- I might would have had. So there's a ton of information in there.

I haven't regurgitated it. I know you

guys are probably familiar with it and have seen it and maybe perused it. But certainly specific questions I'm prepared to -- to answer those, by all means.

THE CHAIRMAN: So basically it's your testimony that your compatibility analysis was included in the response where you wrote back to the county. It wasn't a separate document.

MR. JOSEPH: That is correct.

THE CHAIRMAN: Okay.

MR. JOSEPH: And, again, I will say that was against staff's recommendation to me.

THE CHAIRMAN: Okay. And one other comment that you made. You thought that the measurement was inaccurate that the staff was using.

If you'll elaborate on that for --

MR. JOSEPH: Well, I will just say, in front of our building it specifically says it's 22 feet. And 350 feet either side of us, it goes to 21 feet.

And I know how there's overburden on the edges of road. And I just don't know how a man with a Stanley lock tape measure can go out there and kick that dirt off of that roadway and

get an accurate measurement. Maybe he has. But I would -- I would either like to participate or do it with a GPS or whatever the case may be, if -- if that's the only criteria we're missing to become an arterial road that allows this zoning.

THE CHAIRMAN: Okay. We'll ask the staff members to address the measurements during the findings of facts presentation and how you came up with that.

So if the gentleman has more questions on it, we'll get to the bottom of this.

MR. JOSEPH: Yes, sir.

THE CHAIRMAN: Board members, other questions for Mr. Joseph at this point?

MR. PYLE: Yes. Mr. Joseph, I want to -- for the record, you are the owner of the property?

MR. JOSEPH: No, sir. I'm the agent. Pat Neville is the owner. And he is here today, sir.

MR. PYLE: All right. And he is also the owner of the business; is that correct?

MR. JOSEPH: That's correct.

MR. PYLE: That was my first question.

And just briefly, could you elaborate -- you stated that this will bring it in compliance with the current zoning so that you can, therefore -- I think you're implying that you maybe have some drainage issues on site, and would like to add some storage.

And in order to do so, you're going to have to go through the process of permitting, and --

MR. JOSEPH: Yes, sir. I think --

MR. PYLE: -- just wanted to clarify that.

MR. JOSEPH: What was happening -- what happened is, in the past we attempted to acquire a permit.

There's some confusion. It was two properties at one time. And it was combined for tax purposes for the ease of tax purposes. And it became 38 -- 38 -- or 8838 and 8840.

And so we came in. And this well predates me, now. I did some -- I did some digging to find out actually what transpired in the past and how this came about.

And it's like, well, there is no 8840, and where's the original permits?

8838 comes up because Chris Jones uses

that address. We continued to use 8840. So there's a little bit of mix-up right there.

But once we got that straightened out, it became obvious that there were some structures -- pole barns, I guess I should say to be more specific, that had not been permitted.

And we're prepared today to carry that back through a development review after the fact and get it in compliance, whatever that may be, so -- so we can better the property.

We're more apt to be able to not impact these adjacent uses if we're able to pull permits for irrigation, lighting, the fencing, whatever it may be.

And right now, we have honored that red flag on this piece of property. And we have not attempted to do anything beyond that day that we were made aware of that situation.

MR. PYLE: All right. Thank you, sir. And I appreciate -- I did read your responses. I wanted you to know that, just because you -- because of the effort.

We get this stuff. And I did -- I got it, exactly what you said.

MR. JOSEPH: Yes, sir.

MR. PYLE: That would be your version of the compatibility analysis, although the staff is probably leading you in the right direction to have a separate one.

MR. JOSEPH: Yes, sir. Yes, sir.

MR. PYLE: But I get what you're saying.

MR. JOSEPH: Yes, sir.

MR. PYLE: And I appreciate the --

MR. JOSEPH: And I appreciate those comments as well.

THE CHAIRMAN: Okay. Board members, any other questions?

(No response.)

THE CHAIRMAN: Do you have any witnesses that you want to call at this point?

MR. JOSEPH: No, sir.

THE CHAIRMAN: Okay.

Mr. Neville, the owner, do you have anything you'd like to add at this point? We'll give you an opportunity to have closing comments afterwards, but just wanted to give you the opportunity.

MR. NEVILLE: I'll wait for the closing comments.

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THE CHAIRMAN: Thank you, sir. All right.
At this point, we'll have the staff presentation and the findings of fact.
MR. HOLMER: Yes, sir. This is rezoning case Z-2020-05.
THE CHAIRMAN: Drew, state your name and position, please.
MR. HOLMER: Oh. Sorry. Andrew Holmer, Escambia County Development Services Department.
THE CHAIRMAN: Thank you.
MR. HOLMER: And just to clarify here at the Planning Board -- not the BOA -- here at the Planning Board, staff does address the criteria.
This board is the body that makes the recommendation. We simply address the criteria. Each case is up to the applicant to prove. It's not up to the county staff to prove their case for them.
As to the first criterion, first criterion is consistency with the Comprehensive Plan.
The proposed amendment to heavy commercial, light industrial is consistent with the intent and purpose of future land-use category mixed-use urban, as stated in Comprehensive Plan FLU 1.3.1.

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Based on the applicant's history of the parcel since 2004, it was previously used as an operational pavement striping business. A listed use under the light industrial services of MU-U Flu category.
Redevelopment of this property will promote the efficient use of utilities and infrastructure, and redevelopment of an underutilized property, making the proposed use compatible with the intent of Comp Plan Flu 1.5.1.
Criterion B. This is consistency with the Land Development Code. The proposed amendment is not consistent with the intent and purpose of the Land Development Code.
All new, nonresidential uses proposed within the heavy commercial, light industrial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy the location criteria requirements.
Fowler Avenue is a local street, which does not meet the location criteria within the heavy commercial, light industrial district.
If the rezoning is approved, it would

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encourage nonresidential uses and more intense uses than allowed in the commercial district.
Please see additional comments in review from transportation and traffic operations. So that was discussed, the measurement of the road. That transportation and traffic operations took care of that. And those are their findings, so to speak on the width of the road and condition of the road.
It's not a request to take this road to an arterial. It would simply -- for it to be -- be for it to be classified as a collector street instead of a local street.
Once again, planning staff isn't the ones out there measuring the roadway. We rely on what is submitted to us.
THE CHAIRMAN: Drew, when you finish the criteria, if you would come back, and let's go over --
MR. HOLMER: Yeah, we'll pull that up.
THE CHAIRMAN: -- that information, please.
MR. HOLMER: Sounds good.
Criterion C, compatible with surrounding uses.

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The proposed amendment is not compatible with the surrounding existing uses in the area. Adjacent parcels are zoned high-density, mixed-use residential.
Within the 500-foot radius, there are properties with zoning districts medium residential, residential, high-density mixed-use and conservation.
Car-towing business across Fowler Avenue to the west, one vacant residential parcel, three single-family residences, two parcels with multifamily apartments. Zoned high-density mixed-use. The applicant did not provide a separate compatibility analysis for review.
Criterion D, appropriate if spot zoning.
The proposed zoning will create spot zoning based on the LDC definition in Chapter 6.
As requested, HC/LI zoning is different from the zoning of all contiguous land. Site visit reveals the parcel's location about midway between Detroit and Nine Mile, with the northern portion of Fowler near Nine Mile and the southerly portion near Detroit, being more commercially developed towards those major intersections.

The proposed zoning request would not create a logical transition between the high-density mixed-use districts and other existing districts in the adjacent area.

Changed conditions. The land-use or development conditions within the area surrounding the property have not changed.

Based on the applicant, current commercial uses have existed since 2004. The site is located midway between Detroit Avenue and Nine Mile Road in an area that is currently developed.

Allowing a commercial zoning for the property would contribute to commercial development sprawl. The applicant, once again, did not provide a separate compatibility analysis for review.

THE CHAIRMAN: Drew, refer back to that last one just for a moment there. You have "have" or "have not" changed in there? Your testimony is have not changed?

MR. HOLMER: Have not.

THE CHAIRMAN: Okay. So is that a staff amendment to the findings?

MR. HOLMER: Yes, sir.

THE CHAIRMAN: Okay. Please note for the record that the word "have or" will be removed from the county's findings.

MR. HOLMER: Correct.

THE CHAIRMAN: To read "rezoning have not changed."

All right. Thank you, sir.

MR. HOLMER: Okay. Mr. Chairman, we have the memo from transportation and traffic operations that was discussed, if you will scroll.

THE CHAIRMAN: So if I read this correctly, they're measuring the actual width of the pavement.

MR. HOLMER: That is my understanding.

MR. PYLE: And the only difference -- excuse me, Mr. Chair. The only difference, from what I gather, is if it were 21 or 22 would be whether you called it collector versus a local road; is that correct?

MR. HOLMER: I believe what they refer to as a functional collector.

We do have quite a few of these parcels in the county that were -- have had uses that predated. And many times they predated zoning

and changed to other ones.

And quite a few of those roads going between are major roads, have existed -- you know, preexisting uses along there that would be more commercial in nature.

THE CHAIRMAN: Okay. Horace, did you have something?

MR. JONES: Yes, sir. Yes, sir.

Again, Horace Jones.

And if you -- if you look at the third paragraph, it states that the staff of Department of Transportation of the county, they are stating that this is a local road.

Those criterion -- it must meet all of them in order for them to be -- function as a collector functioning -- local road -- function as a collector road.

And because it did not meet those -- all of those criteria, they are stating that it is a local road. So, therefore, it must meet the compatibility analysis for that -- look at when you go into these higher-up end zonings. And because of that, it does not, based upon what they stated.

MR. PYLE: May I ask while you're up

there, Horace --

MR. JONES: Yes, sir.

MR. PYLE: I'm sorry. I'm sorry.

THE CHAIRMAN: Okay.

MR. JONES: Yes, sir.

MR. PYLE: Just being pragmatic here, I mean, I understand staff's job.

MR. JONES: Mm-hmm.

MR. PYLE: I understand it's to . . . when you say there's potential commercial sprawl. . .

MR. JONES: Mm-hmm.

MR. PYLE: . . . I find that hard to swallow, when they've been there since -- as long as they've been there.

Now, it may be naive of me to think that this owner may not do something differently, and next -- you know, tomorrow they're going to sell it and have a massive nuclear facility or, you know, a concrete plant near there. I get it.

But is there anything that they mentioned in their, like they're -- standing down on: Irrigation, pole barn, outside storage, that they are prohibited currently under this -- and if so, what is it that would prevent them from coming to the county, pulling a permit and

getting that squared away under the current zoning?

MR. JONES: Under the current zoning, under the current Land Development Code requirement as HDMU, this use -- if this use was actually going into that zoning today, it would not go there.

Reason being . . . the reason being because HDMU does not allow for outside storage at all.

Also, too, currently with all of those -- they made a statement that 35,000 square foot -- that's not accurate.

The required -- size requirement for HDMU was basically: HDMU is OR-6, neighborhood commercial-type uses, doctors' offices, lawyer offices, something that would not have such a huge impact on the neighborhood.

The size for that use is 6,000 square feet. Now, if they want to go above that, they would have not to come to this board. There's another governing board that they have to go to through, the BOA. And they have to meet certain criteria.

But all of those buildings that's over

that site, this zoning, if they came in today, it would not allow for it.

And with them going to a -- now, if they grandfathered in, they can stay in. The use can stay there, but there may be some challenges with all of the outside storage that they may have to do something with.

And with them going to a higher zoning category, those uses would definitely have a severe impact because if you know the area, and -- and the area is a residential area.

Yes, it's sort of -- it's an older area, but it is a residential area. And so to bring in -- to bring in more intense uses, it will have a adverse impact on -- it's a subdivision not too far from it.

We've got to look at it. We do have to look at the future. And that's the -- we have to look at the potential uses that will have an impact as well.

And with Fowler Road being a -- I know it's well traversed, but it's still classified as a local road. And that business today, today as is, it would not be allowed to go in a high-density mixed-use zoning. It would not be

considered neighborhood-type zoning. And that's what HDMU allows for.

MR. PYLE: But as it stands, it's been a business in operation, nonconforming, I guess to your -- for quite some time.

MR. JONES: Let me put it this way -- let me put it this way: that is what they are alleging. I cannot -- I cannot -- that's what they're stating for the facts.

MR. PYLE: So, I mean -- all right. I mean, I'm thinking the applicant -- they're aware that's been a business since --

MR. JONES: Absolutely.

MR. PYLE: -- forever.

MR. JONES: Absolutely.

MR. PYLE: And I would also argue, you know, the guy across the street is doing repo. There is some -- quite a bit of storage, but I guess specifically, is there a size that they would come in tomorrow and say, hey, I want to put a pole up on the property --

MR. JONES: 6,000 square feet.

MR. PYLE: -- as it stands?

MR. JONES: 6,000 square feet.

MR. PYLE: They can put one up and permit

it legally, and life is good.

MR. JONES: Now, again, they would have to go through all of the requirements.

The Land Development Code in HDMU, there is a size requirement. Now, you can go higher through another board, but it's 6,000 square feet. Doctors' offices, lawyers' offices. Everything inside that would not have such an adverse impact.

Yes, they have been there, according to what is being stated. They continue to stay there. But all of that outside other storage and going to a higher zoning, our code does not allow to basically create a much more of a nonconforming use that would impact that entire area. That's what the code -- I know it may be practical, but the code is what we have to work with today.

MR. PYLE: No. And I understand, sir.

I just -- I want to find out if there's some -- I mean, because there's not a whole lot of lawyer offices and doctor offices in that area. I'm just, you know, being real.

So . . . and whether that's more intense or less than the current business, given that

they're off property, on site, that's up for debate as well. So that's all conjecture. I get it. We've got to deal with what it could potentially be --

MR. JONES: Yes, sir.

MR. PYLE: -- under the new code. But I'm also trying to keep a foot in the world and say, hey, if there's something you really are after, can it be achieved under the current, you know, code? So I --

MR. JONES: If you want to -- if there's some things that maybe we can work with.

MR. PYLE: And that's not -- that's not my business. That's the owner.

MR. JONES: Yeah.

MR. PYLE: He can do with his property what he wants. I just want to ask that question. I'm done.

THE CHAIRMAN: I think Mr. Ingwell has a question.

MR. INGWELL: I have a question for Horace.

MR. JONES: Yes, sir.

MR. INGWELL: Are these limited to one 6,000-foot structure or multiple?

MR. JONES: Can I -- if you could pull up the Land -- I was going to get my book, but we can pull it up on the screen.

THE CHAIRMAN: While he's doing that -- we'll get that question answered, Horace. You can just keep us moving here by answering.

MR. JONES: Yes, sir.

THE CHAIRMAN: In the case of the county having legal nonconforming uses, does the county in any cases go back and put additional requirements for screening or landscape buffers or any of the things we see in the higher densities on those legal nonconforming, or is that just doesn't happen?

MR. JONES: It could happen, but I -- since my tenure being with the county for 20 years, I have never ever seen that. Now, just -- unless there's some other type of special review process that they go through.

But just by my authorizing that, there has got to be some other -- another process that would lead to that. I have -- I have never ever seen that.

THE CHAIRMAN: I just -- I just didn't know, since it's a legal nonconforming, you

know, if there was concerns from neighbors, and things like that, if the county had ever done anything like that to, you know, mitigate concerns of the neighbors with screening or anything like that.

MR. JONES: Now, if they -- if they -- if they want to come in and want to . . . you really -- you can't expand. You can not increase an area nonconforming.

When you're nonconforming, you're almost stuck with what you got. If you want to do some other stuff, adding, increasing, making it -- you're almost stuck with it. The laws of nonconforming is very, very different.

THE CHAIRMAN: Okay. I think Drew has pulled up there the question that Mr. Ingwell had.

MR. JONES: So if you see high-density mixed-use, retail sales, if you got it across the screen, small-scale. These are uses.

And groceries, 6,000 square feet or less for retail sales. And then, if you look at the uses, I'm speaking even with -- with what they are prescribing as being -- as being there, it's really not a permitted use there, but because

they're grandfathered in -- I keep on going according to what is being told.

But those uses in that area, what he's doing, it would not be allowed in HDMU, based upon the uses and the -- and the size requirements.

THE CHAIRMAN: Okay. Board members, additional questions?

(No response.)

THE CHAIRMAN: Mr. Joseph, did you want to come back up and ask any questions or state anything before we go into the public comment portion?

MR. JOSEPH: Yes, sir, I would like to.

THE CHAIRMAN: Thank you.

MR. JOSEPH: William Joseph, Coastline Striping.

I would just like to check that email address that that went to. It is a wjoseph@ecstriping -- one "p" -- .com.

MS. MEADOR: @ecstriping.com?

MR. JOSEPH: Not two "p's." A lot of times -- we're not stripping.

MS. MEADOR: No. It was one "p."

MR. JOSEPH: Okay. I'm just trying to

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verify that that came through.
So I'm really -- really attentive to my email, so -- but with that being said, I did provide a couple of use maps. One was actual uses in color-coded green, and actual uses in commercial, orange.
And then I provided a map that shows the entire roadway zoning. And this intensity, the zoning we're requesting is either side of us, you know, maybe 350 to 900 feet. And I get very specific with that in my -- in my comments to each one of these criterion.
THE CHAIRMAN: Can you pull up the information the gentleman is speaking about?
MR. JOSEPH: And it should be on your sidebar I believe I saw it. It -- it -- it's a color-coded map. It comes out. It's on 11-by-17s. Those right there.
That particular one does show the actual zoning of the property. I've -- I've taken a pin drop at our property.
So this HCL -- heavy commercial and light industrial is within whatever footage that is. And I did state that in -- in these comments I made.

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And then in our -- what we would consider our adjacent or adjoining property that has our proposed zoning is to the east of us, only separated by the drainage ditch that Escambia County owns.
And, you know, I'll leave it -- I'll defer to you guys if, you know, that meets that criteria of adjacent properties.
But if we can go to the next one -- the one below that, please -- the green is a residential use and the orange is commercial uses.
The west side of the road is MDL, which -- and then the east side of the roadway has commercial zoning. In my mind's eye, whenever that was developed, the intent was to develop the west side in residential and the east side in commercial.
And you can see how -- and if you guys are familiar, that is a Home Depot and Lowe's. They recently built a rehabilitation center on the corner. And as you get down toward Detroit -- and I -- actually on the zoning map, I go into Nine Mile and Detroit to show those patterns continuing on those roadways.

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We do currently have 6,800 square foot of structure on our property, which consists of an accessory structure that's very minimum, so we're right at that threshold of the 6,000, you know, counting every bit of our structures.
And the criteria to meet -- and I'm not going to try to cite the verse and chapter. I'm going to try to do this for sake of time -- is that it does speak to stronger mitigation efforts in these areas to prevent -- it even talks about dumpsters being on the -- on the property away from any residential or unlike uses. It even speaks to that.
We have 2.4 acres there. And it offers us a huge opportunity to take these stronger mitigation efforts, whatever that may be, like, say, with a peak fencing or whatever it may be, you know, that -- that -- that would be more compatible with the surrounding uses. I did just want to point that out. And that comes straight out of the criteria that we're attempting to meet.
THE CHAIRMAN: Okay. Any additional questions?
You'll have an opportunity, once everyone

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speaks, to summarize your case.
MR. JOSEPH: All right. Thank you.
THE CHAIRMAN: Okay. At this point, we're going to go into the public comment portion of the hearing.
For those members of you who wish to speak, please note that the Planning Board bases its decisions on approval conditions and exceptions described in 2-7.2.
And, Drew, if we could bring those back up on the board to make sure everyone tries to keep their comments concise.
Please limit your testimony to the approval and conditions described and shown on the screen. And please also note that only those individuals who are here today and give testimony on the record will be allowed to speak at the subsequent hearing before the BCC.
If you wish to speak on this and you haven't turned in a speaker request form, please get that to one of our staff members.
At this time our first speaker is going to be Margaret Conner.
Good morning, ma'am. If you'll please be sworn in, and then state your name and address

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for the record.

MARGARET CONNER, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Thank you. Good morning, ma'am.

MS. CONNER: Good morning.

I'm Margaret Conner. I live at Sagebrush, right around . . . opposite, at 1060 Sagebrush. I've been there 50 years.

I am opposed to this rezoning. That's all I have to say.

THE CHAIRMAN: Okay.

MS. CONNER: Thank you.

THE CHAIRMAN: Thank you.

Mr. Ronald Fowler.

Good morning, sir. Be sworn in, and please state your name and address for the record.

RONALD FOWLER, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Thank you, sir. Good

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morning.

MR. FOWLER: Good morning.

Name is Ronald Fowler.

THE CHAIRMAN: Address.

MR. FOWLER: I don't -- I don't live on the property, but I'm a friend of Mrs. Conner, and I live with her.

THE CHAIRMAN: Okay.

MR. FOWLER: And I just want to say that I'm against the rezoning because I don't know what kind of business is going to be put there.

Right now we have a junkyard right across the street. And I'm just afraid that that's what they're going to do on this property, put in another junkyard.

And in several places along Fowler -- this one place was a automobile repair shop, and it's become a junkyard.

And it's just -- you know, this should be a residential district. It's time to clean up Fowler Avenue and not just let everybody come in there and pile their junk on top of us.

There's one lady . . . well, Mrs. Conner. She lives right across the street from this junkyard that's on the west side of this

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property. And there's about 75 junk cars in there. And it's already . . . we talked to somebody on the Planning Board. What was his name, Peggy?

VOICE IN THE AUDIENCE: I don't know. Chris Mopley . . . I don't know offhand.

MR. FOWLER: Anyhow, he came out and looked at the property and said that there shouldn't be a junkyard there.

They weren't permitted to put junk cars in there, and that they were probably going to have to move them. But there's never been any action taken on that at all. He's still bringing in more cars, and . . .

THE CHAIRMAN: Okay. Sir, just clarification on your comment about that it was a Planning Board member that attended.

Could it have been a code enforcement officer?

MR. FOWLER: Yes, it was.

THE CHAIRMAN: Okay. Because the Planning Board members don't typically go out and interact with the public on the cases because we know that we have to disclose, you know, any of that in the quasi-judicial hearing. So I just

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wanted to clarify that you think it might have been a code enforcement person?

MR. FOWLER: Just a minute. I'll find out.

Peggy, what's the man's name that . . .

The man's name is Chris Moody.

THE CHAIRMAN: Okay.

MR. FOWLER: You're familiar with him?

MR. HOLMER: Code enforcement officer.

MR. FOWLER: Code enforcement.

THE CHAIRMAN: Okay. All right. That's good.

We just wanted to clarify it because, because we are quasi-judicial, if one of the Planning Board members had gone out and met with anyone or went to the property --

MR. HOLMER: Right.

THE CHAIRMAN: -- we would really need to make a note of that on the record. But since it's a code enforcement officer --

MR. FOWLER: Yeah. He did. He came out, and he talked to several of the residents that were right next to that junkyard, yes.

THE CHAIRMAN: And you're in the right area. When things like that have to be

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addressed, that is the Code Enforcement Department that handles those kind of things?
MR. FOWLER: Yes.
THE CHAIRMAN: So . . .
MR. FOWLER: Could you tell me what kind of business is going to go on this property that we're talking about now?
THE CHAIRMAN: Well, one of the unique things about this quasi-judicial process is, is that we don't ask what business is going on there because if it's approved, anything that is within that zoning district would be allowed, just as anything that is in the current zoning is allowed. Anything that -- so if it changes, we would have to bring up the zoning for that category, and anything in that category would be allowed.
So we don't ever specifically ask because we know that if we approve something, they can do any of those uses with it.
Is this the proposed?
MS. MEADOR: Yes.
THE CHAIRMAN: Okay. So on the board right now, sir, we have the proposed zoning, and that shows what could potentially go in there.

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As part of our process, we typically don't because the zoning is the underlying level, and then it would go through the development review process if they were going to do a specific business there, so . . .
MR. FOWLER: Okay. Thank you.
THE CHAIRMAN: I know it's confusing, but --
MR. FOWLER: Yeah.
THE CHAIRMAN: That's why I said this board can only consider those five criteria.
MR. FOWLER: Mm-hmm.
THE CHAIRMAN: And we don't look at these individual items, so . . .
MR. FOWLER: Thank you.
THE CHAIRMAN: Thank you, sir.
Okay. I only had two speaker request forms. And I know there were more people that wanted to speak on this one.
Anyone else that wishes to speak on 2020-05 before we close public comment?
MR. JONES: If I may while you're checking that. And we do want to understand --
THE CHAIRMAN: Horace.
MR. JONES: Yes, sir.

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THE CHAIRMAN: State your name.
MR. JONES: Horace Jones.
THE CHAIRMAN: And speak into the microphone.
MR. JONES: I forget that.
One thing that we do want to try to understand, one of the -- one of the things that you do mention very, very well . . . yes, those commercial uses, they're along Nine Mile Road, yes.
But we've got to make sure that we don't have commercial intrusion or commercial creeping going further up in those residential areas. That's what staff looks at per the code, to try to prevent additional commercial creeping in those residential areas.
He mentioned about the junkyard. Yes, those uses -- they could be there, but they could be nonconforming, and which it is.
If a junkyard is there, it's nonconforming. So we have to make sure that we try to protect from commercial creeping or further commercial intrusion in those residential development areas.
THE CHAIRMAN: Okay. Thank you. And that

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was Horace Jones, Director.
MR. JONES: And we do have the traffic person, if you need to go into that. She just came in, if you want to talk to her, Mr. Chairman.
THE CHAIRMAN: Okay. Pleasure of the Board? Questions for the traffic department? We may have some in a few minutes, but at this point I don't think we do.
TRAFFIC PERSON: Okay.
THE CHAIRMAN: Okay. Anyone else who wishes to speak on Case Z-2020-05. This is going to be last call for Case 2020-05.
(No response.)
THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the meeting.
And Mr. Joseph, if you'd like to come back forward. And you can make a closing summary or present additional information, based on what you've heard.
MR. JOSEPH: Yes, sir. More of a closing statement.
As I'm hearing the opposition come up here, it kind of jobs my memory with respect to

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any code enforcement issues. We have not had any.

We had a DEP site inspection, an unannounced site inspection. After producing everything that they required, we were found to have no violations.

I guess what I'm trying to do is point out the fact that we're a good neighbor. And we're going to continue to be a good neighbor as time progresses.

It's not a new use. I know that in the criteria it says, hey, if it's a new commercial use. This is existing. So I think that should have some weight on the decision to be -- that's made today.

And absolutely the repo's an issue. And that would certainly make my level of paranoia go a little bit deeper as well if I lived in this area as well. So I do understand that, which is not affiliated with us in any shape or form.

And we've eliminated any real undesirable uses by asking for the NA, no alcohol, no bars, adult entertainment, and all those things. And we did that consciously. Intentionally we did

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that, to ease some of that burden of those type of uses being allowed that are allowed in that heavy commercial and light industrial.

With that being said, again, I just really feel privileged to be up here to be able to present my case to you guys today.

Thank you for your attention and taking your time out to do this. I genuinely appreciate it. Thank you.

THE CHAIRMAN: Thank you, sir.

Mr. Neville, did you wish to come testify?

MR. NEVILLE: Yes.

THE CHAIRMAN: All right, sir.

If you'll please come forward and be sworn in, and then state your name and address for the record.

PATRICK NEVILLE, upon being duly sworn, was examined and testified as follows:

MR. NEVILLE: My name is Patrick Neville. I am the owner of Emerald Coast Striping, partner in it, and also the owner and partner of Emerald Coast Property Investments, which owns the property.

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Emerald Coast Striping started in 2006 in Panama City, Florida. Our purpose of purchasing Coastline Striping in 2015 was to expand into the Pensacola area, up until which time we were sending crews over, staying overnight.

We've also expanded into Tallahassee and soon to be Central Florida.

Our purpose with the property -- and I do appreciate your concerns -- is not to expand. Our purpose is to make sure we properly permit, whether we need drainage or electricity or whatever it may be.

And that permitting process requires us to go through this process that we're doing today. To be a good neighbor, to be a good business person within the community, we want to follow all the city requirements. And that's why we're going through this process. Not for expansion. Not to improve the property, add buildings, et cetera, but to improve the property in a way that's conducive to the community.

I do take your concerns very seriously. And if you look at the front of our building, we've taken all the equipment. And it's behind it. You can't see it from the road. We

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purposely have done that.

And we will continue to be a good neighbor in the future, with your help.

I appreciate the opportunity to speak to you-all. And I do take your concerns very seriously. Thank you very much.

THE CHAIRMAN: Thank you, sir.

Any questions for Mr. Neville?

(No response.)

THE CHAIRMAN: I have a question.

Horace, if you'll come back up here.

Okay. We've just heard the testimony of the owner and what his intent is.

What avenue does he have to do what he's saying without having to go through this rezoning? Because it sounds like everything that he intends to do is would be positive for the property.

However, he's required to ask for this increased zoning to become compliant, I guess, or conforming. What opportunity would he have outside of that?

MR. JONES: There's always a possibility where he could . . . let's have a site plan review process.

The outside storage is going to be an issue because the zoning does not allow for that.

Now, there's a possibility if you want to put a bigger building, conditional-use approval, to get the size -- to put everything on the inside of a building, and -- because the use is already there. Put everything on the inside of a building. That's a possibility.

But we would have to really look at that. It's -- yes, I believe everything that he's saying. But when you start with that high -- heavy commercial, light industrial zoning, those are the things that . . . because you can decide to sell. And then the neighborhood is stuck with something that may have an adverse impact because of the potential zoning.

But if you want to basically take a look at it and see, and we can work with him within the parameters of what he already has with the existing uses, that's something that we would have to get with him and discuss. But the upzoning is yet problematic.

THE CHAIRMAN: Thank you, sir.

MR. PYLE: I was going to ask Horace as

well as our attorney -- not failure to mention this -- but, you know, if I'm the owner, I hear you say this would never be approved in this category today.

I would be a little uneasy, as a property owner, like, well, gee whiz. What's to stop them from coming out and booting me from the property and saying you cannot operate here? And I know that's not --

MR. JONES: No, you can't do that.

MR. PYLE: -- the historical norm for the county, especially since we've gone through a change in our code.

What -- and I guess for the owner's comfort level, what has been our -- historically as we have upzoned or -- you know, we've had a lot of nonconforming businesses, a great deal of them. A lot of them in my district, I know in my area, all over the place.

What's the comfort level for the owner that they're not going to have the rug pulled out -- like, they're holding onto this property that, eh, you shouldn't feel too comfortable about it because who knows what they're going to do?

MR. JONES: I can tell you right now, from my -- from my previous experience, with existing businesses that are what we classify as legal nonconforming, they're still there.

There is a substantial amount of case law that protects legal, nonconforming businesses.

I had to go -- I had to -- I had to deal with that a few years ago about a particular business. And the business is still there because of the case law.

Now, they couldn't start doing a whole bunch of expansion, but the business is still there. I'm not going to call the name of the business, but they're still there because they met the rules of case law.

So staff is constantly working with attorneys about these nonconforming businesses. And they do know they can stay there, as long as they abide by the rules.

You can't just go and take their property. That's a violation of even Constitutional rights.

THE CHAIRMAN: And, Horace, when it's a -- in this case, a legal, nonconforming use at this point . . . a lot of folks are familiar with the

term "grandfathered in." That's kind of a general term for it.

MR. JONES: Right.

THE CHAIRMAN: But in a case where, you know, the individual wants to continue to operate the business, they want to be a good neighbor, it's because they would be being granted additional rights on the property if you were to allow for the outdoor storage. And that's where the issue comes in.

Because by the county taking some action to approve screening or additional landscaping or something that we see in some of the commercial zoning districts, we'd be granting additional rights to the property; is that correct?

MR. JONES: That . . . and another thing. There are certain types of improvements that can be done. There are certain types of improvements that can be done on that property.

And I would have to look at those. Screening and buffering . . . basically I will have to look at that. That may not be that much of a minimum -- of a maximum impact.

But there are certain types of

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improvements that can be done in the area of nonconforming. Screening, protection, preventing adverse impacts. There is -- there is some latitude there. Clearly. There is some latitude with protecting the adjoining uses with screening and buffering, improving stormwater issues. That's not -- there are some things that we could look at that as well.

THE CHAIRMAN: So you mentioned in this case that one of the big issues was the outdoor storage; is that correct?

MR. JONES: Yes, sir. Yes, sir. And there is some -- there is some discretion that we could -- we could do with that.

Everything's got to be -- everything's got to be within a building. And we can look at those things like that, but we have to -- we would have to work and see what the code says.

THE CHAIRMAN: I guess what I'm getting at is, if there was -- if it's a legal, nonconforming use right now and they already have outdoor storage there, are they not grandfathered in under the legal, nonconforming use that --

MR. JONES: That's a very good question

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Mr. Briske.

We would look at the length of time they've been there. We would ask them to help us make their burden of proof.

And if they can show where they, since they started -- now, whether they -- hopefully, they've got the proper permits. That's another thing.

Now, legal, nonconforming means that basically you've got some permits to be able to be doing what you're doing. But things change.

THE CHAIRMAN: Right.

MR. JONES: So -- so, if their burden of proof is that they can prove that they've been there, with trucks and trucks and outside storage, and . . . that's favorable. It's their burden of proof, that we can look at that. Clearly. Which we -- we have done that in previous cases just this year.

THE CHAIRMAN: Okay.

MR. INGWELL: Can the staff attorney weigh in?

MR. WEST: Yes. Generally, if the property --

THE CHAIRMAN: Steve, if you would just

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say your name --

MR. WEST: Oh.

THE CHAIRMAN: -- for the record. Position, please. Thank you.

MR. WEST: Steve West, County Attorney's Office.

Generally, if the property has on it a legal nonconforming use, that it can continue to remain. It just can't be expanded or be made more intense with that use.

So if they can stay within those parameters, you know, they can continue to operate, but they can't expand or make the business more intense.

It's really not this board's role to solve their problem. They need to get with staff and -- and, you know, discuss, you know, proposals on what they can and can't do within the county zoning.

Staff will advise them whether they need a rezoning, upzoning, or there's some other mechanism that can be used to accomplish their objectives.

MR. JONES: Absolutely.

THE CHAIRMAN: And I follow that train of

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thought.

And I guess my next follow-up question is, it was suggested that they could potentially have indoor storage to solve the problem.

Would adding an additional building not increase the current use on it? So would they be prohibited from doing that?

MR. WEST: Again, it's just going to have to be something that the staff will have to consider once they have a proposal.

They really need to get with a qualified planner who -- you know, probably out in the private sector, who can help them work through that and bring something back to staff.

THE CHAIRMAN: Okay. Thank you, sir.

MR. PYLE: Chair, if I may ask, I concur with the attorney that it's not our job to solve the problem of the owner, but I also think if that were the case, then they shouldn't be here because they're under the impression, apparently, that they have to be here in order to be compliant.

I would ask if we could pull this to -- pull this -- just pull it and let the owner talk with staff to try to come to terms.

And the reason I would say pull it, it's not that I have any problem. We can -- we can put it to a vote now. And I think I know which way it may go, but in order to protect the owner, pull it.

And then he can decide at a later point, if they can't come to terms, that he needs to bring it up again before the board to be voted on yea or nay.

And I do that so that he's not in jeopardy of spending the money to go through the process again if we -- if we pull the trigger on this.

It seems like -- I concur -- if there's some communication indication between staff and the owner, or we're not getting the whole story. And, again, it's not our -- it's not our role to judge that.

I'm just wondering if we can pull it, a, if the owner wishes to, then the reboot; or if they want to call for a vote, we can do that as well.

MR. JONES: And if I may -- and -- and this is the thing. When they come in to us, we can only advise, but we can't -- we can't make them do that.

If they -- if they say they want a rezoning, I have to take it in and to apply. I've got do.

But, Mr. Pyle, I hear what you're saying, and I'd be glad to do that with them, if -- if -- if they decide to.

THE CHAIRMAN: And, Mr. West, correct me if I'm wrong, but that's driven by the applicant's wishes. If they wish for us to proceed, then we will make a vote, a recommendation. If they wish to withdraw or postpone, they have that opportunity as well.

MR. WEST: That's correct.

THE CHAIRMAN: Okay. Gentlemen, you've heard all of this. I think what Mr. Pyle was doing was trying to give you an opportunity to maybe discuss more with staff some options to do this, because at this point four of the five criteria presented by staff are not compliant.

And so we would have to offer alternative options for those, which a Board member may be ready to do. I don't know what they're thinking, but we just wanted to give that opportunity to you before we go to a vote?

MR. JOSEPH: I clearly understand the

position.

And my understanding is, I'd have to go to the Board of Adjustments and get a conditional use to go to a 35 -- or 35,000-square-foot building. That would be what? $75,000 or 100,000 or something for us?

MR. JONES: No, sir.

MR. JOSEPH: Well, you know the cost of a structure for us to put our materials in? I'm just saying, you're thrusting us into an economic down-spiral.

THE CHAIRMAN: No, sir. We're not -- we're not putting you in a --

MR. JOSEPH: What I -- I don't mean to -- I don't mean to say it that way, but, you know, I just . . . I mean, it seems like this is your opportunity to straighten this out.

And if we -- if we table it -- and I respect that, because we could get -- I already know that we have to go to the Board of Adjustment.

I already know that -- you know, those square footages. And I know that -- those things. And if we don't get the rezoning, and we were to go through those, we still don't have

the ability to pull an irrigation permit, a fencing permit, an electrical permit to keep the safety of our men in those daylight hours that the sun's not up yet. You know, it eliminates that possibility for us.

And with that being said, I just think I would call for the vote today. I just . . .

THE CHAIRMAN: Yes, sir. Yes, sir. We just wanted to give that option to you.

MR. JOSEPH: I understand. Thank you.

THE CHAIRMAN: Okay. Board members, any other questions of staff or the applicant?

(No response.)

THE CHAIRMAN: If you're making a motion, either you're going to accept the staff's findings and rely on the criteria they have presented.

If you are making a motion to recommend approval, you would need to present alternate findings for B, C, D and E, as the staff's findings do not show they're consistent.

So Chair will open for motions.

MR. INGWELL: I'd like to make a comment on criterion D, the spot zoning.

I think it could be argued that it --

potentially it is contiguous, what they have between them and the property to the . . . to the east is -- it looks like a retention pond, which is essentially a buffer.

I know it's the entire property and it's owned by the county, but I would -- I would argue that the spot zoning . . . it could be argued that it's not spot zoning. So I just wanted to get that on the record.

THE CHAIRMAN: Okay. And I think when the staff writes the findings, it's the true meaning of the word.

MR. JONES: Yes, sir.

And that's not the definition. The code is the code. We offer our intent. We know what we'd like it to say, but we don't have that choice. It does not meet the definition of contiguous, per the Land Development Code. And this is what we've got to go by.

THE CHAIRMAN: Understand. Good point.

Okay. Board members, any other comments? Questions?

Chair will entertain a motion on 2020-05.

MR. INGWELL: I want to make a motion recommending denial, based on criteria B, C and

E.

THE CHAIRMAN: Okay. Accepting the staff's findings of fact in those areas, and replacing D, that you feel like it potentially is not spot zoning; is that correct?

MR. INGWELL: That is correct.

THE CHAIRMAN: All right. Make sure we have it on the record.

All right. Motion on the floor to deny, based on the staff's findings in three of the criteria.

Do we have a second?

MR. PYLE: I second.

THE CHAIRMAN: Second.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor for denial, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. So it's unanimous, recommendation for denial of the rezoning request to the Board of County Commissioners.

You do have an opportunity to present your case to the Board of County Commissioners, sir. And they can change the decision of the Planning Board if they see fit. That's their right.

And then if it doesn't go your way there, you would have the opportunity to go to a court of competent jurisdiction for an appeal after that, if you decide to go to that point.

So your next step would be the County Commissioners, so . . . All right. Good luck to you, gentlemen.

(Hearing concluded at 10:00 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 07/06/2020
CASE : Z-2020-05
APPLICANT: William Joseph, Agent for Patrick Neville, Owner
ADDRESS: 8838 & 8840 Fowler Ave
PROPERTY REF. NO.: 10-1S-30-1101-081-001
FUTURE LAND USE: MU-U, Mixed Use Urban
DISTRICT: 3
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 08/06/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDMU, High Density Mixed Use district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.
CPP FLU 1.3.1 Future Land Use Categories. The MU-U category is ntended for

an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of Allowable Uses:Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in under utilized properties to maximize development densities and intensities located in the MU-S,MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FINDINGS

The proposed amendment to Heavy Commercial/ Light Industrial **is consistent** with the intent and purpose of Future Land Use category MU-U, as stated in CPP FLU 1.3.1. Based on the applicants history of the parcel since 2004, it was previously used as an operational pavement striping business, a listed use under the light industrial services of the MU-U FLU category. Redevelopment of this property will promote the efficient use of utilities and infrastructure and redevelopment of an under-utilized property making the proposed use compatible with the intent of CPP FLU 1.5.1.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding

parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment **is not** consistent with the intent and purpose of the Land Development Code. All new non-residential uses proposed within the Heavy Commercial/Light Industrial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy the location criteria requirements. Fowler Ave is local street which does not meet the location criteria within the Heavy Commercial/Light Industrial district. If the rezoning is approved, it would encourage non-residential uses and more intense uses than allowed in the commercial district. (Please see additional comments and review from Transportation & Traffic Operations(TTO). The applicant did not provide a compatibility analysis for review.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Adjacent parcels are zoned high density mixed use residential. Within the 500 foot radius, there are properties with zoning districts Medium-Density Residential, High Density Mixed Use and Conservation. A car towing business across Fowler Ave to the west, one vacant residential parcel, three single-family residences, two parcels with multi-family/ apartments, zoned high density mixed use. The applicant did not provide a compatibility analysis for review.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The proposed zoning **will create spot zoning**, based on the LDC definition in Chapter 6, as the requested Heavy Commercial/Light Industrial zoning is different from the zoning of all contiguous land. Site visit reveals the parcel's location about midway between Detroit and Nine Mile Rd, with the northern portion of Fowler near Nine Mile and the southernly portion near Detroit being more commercially developed towards both major intersection. The proposed zoning request would not create a logical zoning transition between the High Density Mixed Use districts and other existing zoning districts in the adjacent area.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

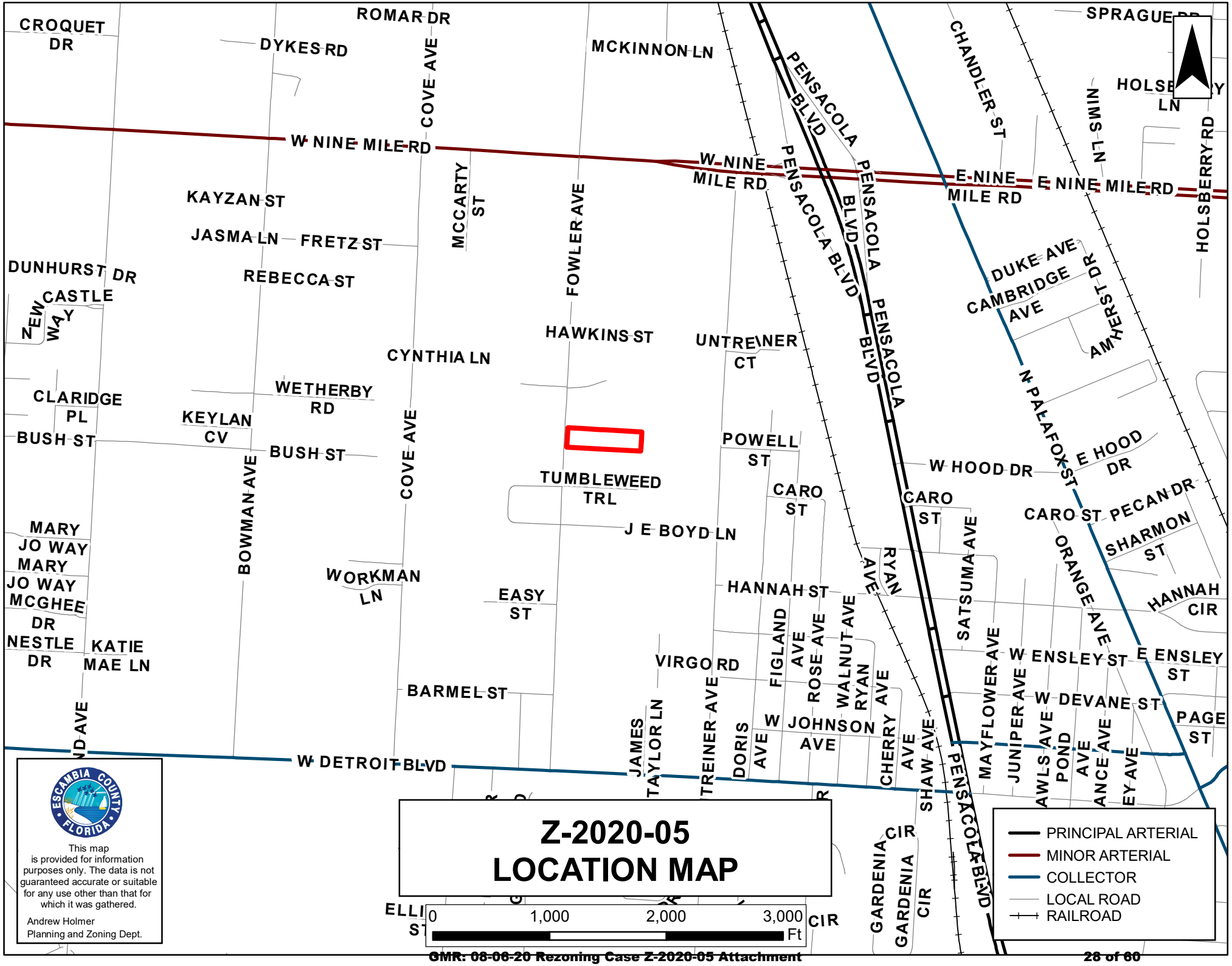
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have or have** not changed. Based on the applicant, the current commercial uses have existed since 2004. The site is located midway between Detroit Ave and Nine Mile Rd in an area that is currently developed. Allowing a commercial zoning for the property would contribute to commercial development sprawl. The applicant did not provide a compatibility analysis for review.

Attachments

Working Case File



Z-2020-05
LOCATION MAP

ESCAMBIA COUNTY FLORIDA

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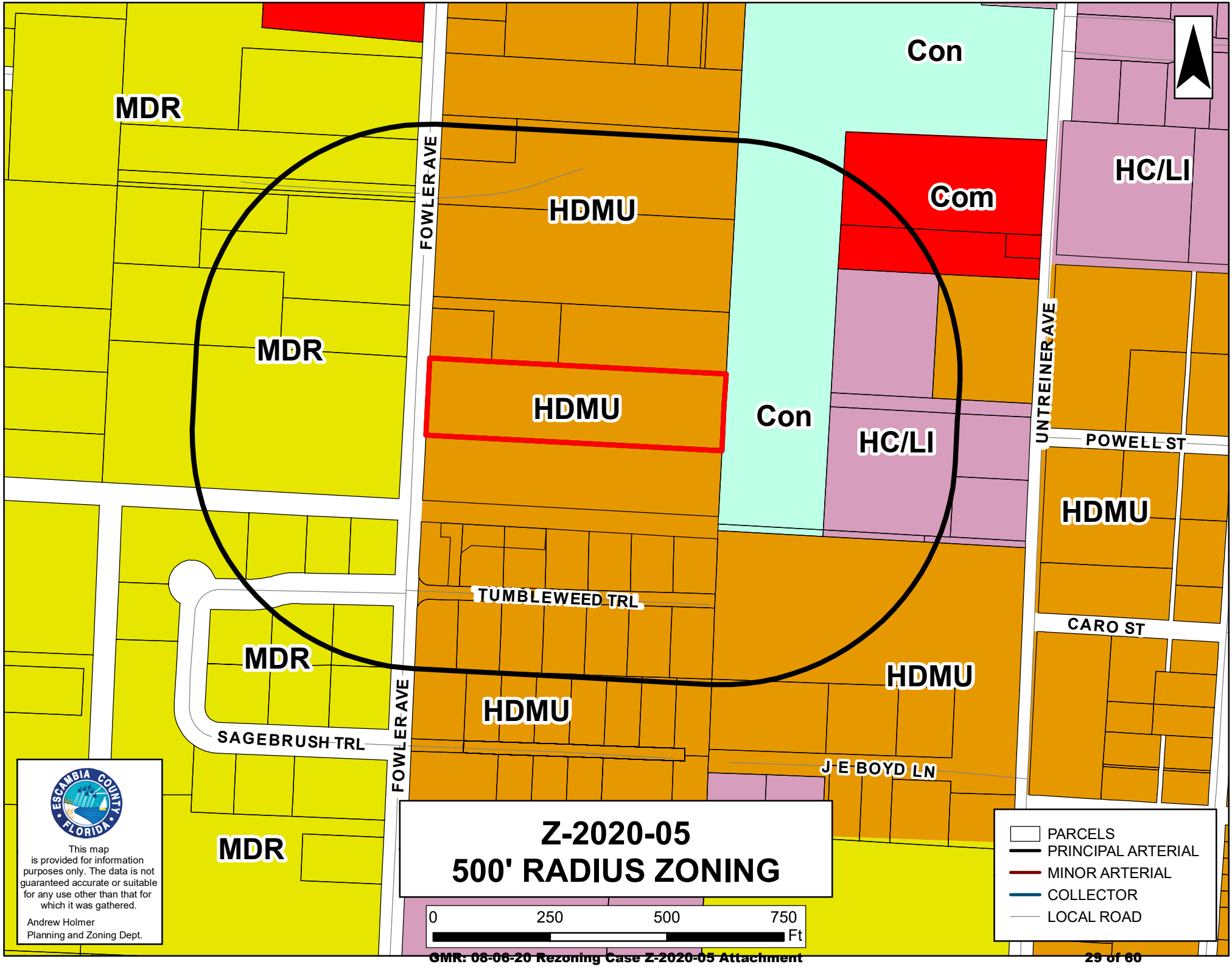
Andrew Holmer
Planning and Zoning Dept.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Andrew Holmer
Planning and Zoning Dept.
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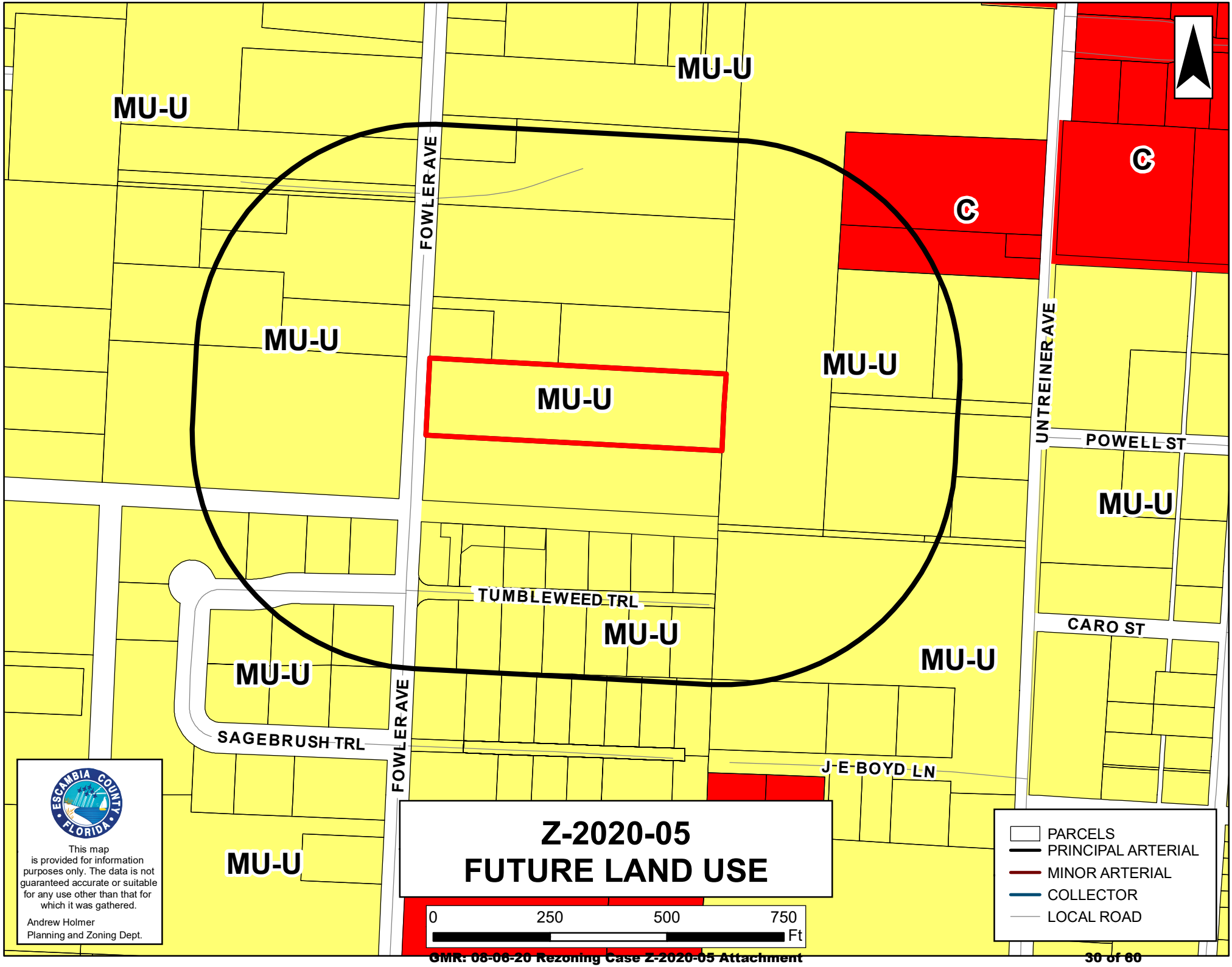
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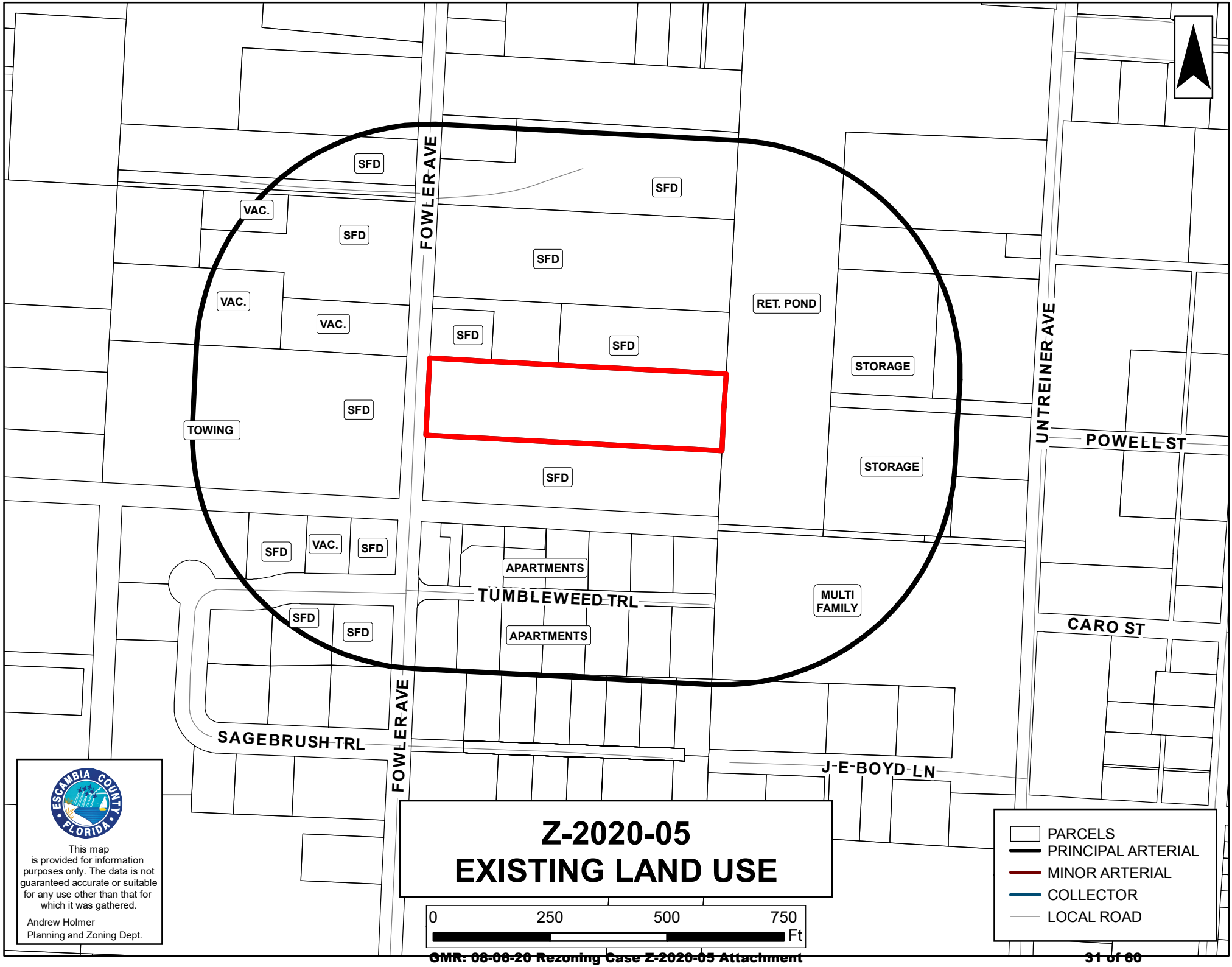
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FOWLER AVE
RET. POND
STORAGE
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MULTI FAMILY
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CARO ST
J E BOYD LN
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EXISTING LAND USE
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PRINCIPAL ARTERIAL
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ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.


FOWLER AVE
Z-2020-05
AERIAL MAP
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LOCAL ROAD
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ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.



Notice of Public Hearing Sign



Looking East from parcel



Looking East off Fowler Rd



Looking North on Fowler Rd



Looking South on Fowler Rd



Looking West onto parcel

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY – Case Number Z-2020-05 Accepted by: JC PB Meeting TBD

1. **Contact Information:**

   A. **Property Owner/Applicant:** Patrick Neville

   Mailing Address: 1901 North East Avenue Panama City, FL 32405

   Business Phone: (850) 215-4875 Cell: (850) 8114-0620

   Email: pneville@ecstriping.com

   B. **Authorized Agent (if Applicable):** William Joseph

   Mailing Address: 2791 Glen Eden Drive Pensacola, FL 32514

   Business Phone: (850) 477-4484 Cell: (850) 450-1978

   Email: wjoseph@ecstriping.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more tan one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 8838 & 8840 Fowler Avenue Pensacola, FL 32534
   Parcel ID (s): 10-1S-30 1101-081-001

   B. Total acreage of the subject property: 2.4

   C. Existing Zoning: HDMU

   Proposed Zoning: HC/LI-NA ; explain why necessary and/or appropriate

   In 2004 Coastline Striping Inc. was established and began operating as a pavement striping company on the subject parcel. A 2009 buyout changed the property ownership to Emerald Coast Striping and likewise occupied the property as a pavement marking company. Another buyout in 2017 changed the property occupant to Ozark Striping Company for 15 months. As of January 1, 2020, Emerald Coast Stripping is the occupant and owner of subject parcel. With this 16-year history the property use has always been compatible with adjacent

uses as so well described in **Sec. 3-1.6 Compatibility** "we have always been able to" **(a) General**. "maintain the necessary balance between the need and interest of different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each". Furthermore the property meets and exceeds the **3-2.11 (e.) Location criteria (2) Site Design a.** Separated from MDR by a 66' right of way, **b.** no intrusion into a recorded reidental subdivision **c.** road frontage access consist of dual drive with fencing well behind the right of way providing the maximum extent feasible given the lot area **d.** The 2.4 acer lot size offers the ability to manage more intensive elements of the use in a way to create the least impact as possible to our adjacent uses. **e.** this area has established non-residential uses consistent with he HC/LI-NA zoning classification as described below. Emerald Coast Striping's owner sees this as an opportunity to resolve any conflict with zoning and move onto complete compliance with all Federal, State, and County regulations as it pertains to property development. This compliance will include but not be limited to achieving concurrency with Escambia County's development plan, storm water compliance, building compliance, etc. The resolution to these issues will promote a much more compatible use in that permits may be issued for the property. Allowing for enclosing existing pole barns, irrigation, lighting, etc. This rezoning will trigger the above referenced chain of events. The proximity to HC/LI zoning (225' east, 940' south, 1,058 north) combined with the fact the property is currently zoned allowing a much more intensive use than Emerald Coast Striping's activities on the property **(Sec. 3-2.9 High Density Mixed-use (HDMU) (b) Permitted Uses (2) Retail sales** "gross floor area no greater than 35,000 sq. ft.). With only 6,835 sq. ft. of buildings on subject property with no expectations of further developing.

FLU Category: MU/Urban

D. Is the subject Property developed (if Yes, explain): The property has a total of 6,835 sq. ft. of structures. A double wide manufacture office, two pole barns (with one being closed in on three sides), and a utility shed. When we are successful with this rezoning request, we are prepared to submit a commercial package to Escambia County Development Review Committee to correct any compliance issues that may be outstanding. This rezoning is a big part of bringing this property into compliance. There are no plans to increase the use intensity or develop the property further.

E. Sanitary Sewer _____ Septic ___x___

3. Amendment Request

Approval condition. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with Those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address ALL the following approval conditions for your rezoning request. (use supplemental sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.
According to Section 3-1.3 (i) "Zoning and Future Land Use" "Table of General Distribution and Extent of Use" chart the Future Land Use category of Mixed Use-Urban (MU-U) allows the for current zoning of HDMU and requested zonings of HC/LI-NA. The FLU classification specifically restricts the proposed zoning of HC/LI to a maximum dwelling units per acre of 25.

b. **Consistent with zoning district Provisions:** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3
The primary intent of the district HC/LI is to allow light manufacturing, large-scale wholesale and retail uses, **major services**, and other **more intense uses** than allowed in the Commercial district. This classification being limited by the compatibility with surrounding uses is reflected in Attachment "A" use map reflecting uses regardless of zoning classification. With actual zoning classifications for the roadway reflected on Attachment "B". Subject parcel roadway is approximately 5,226' long running south off Nine Mile Road to Detroit Blvd. The majority (4,326') of the west side of the roadway is zoned MDR separated by a 66' Right of Way. The east side of the road way has (2,760') Heavy Commercial and Light Industrial (HC/LI) and the remaining 2,466' has a High Density Mixed-use (HDMU) zoning designation making the entire east side of roadway having a commercial zoning classification and Mixed Use Future Land Use Classification. The property use is consistent with proposed zoning. The proposed zoning use definition in Section 3-2.11 **Heavy Commercial and Light Industrial HC/LI (8) Other Uses b.** Building or **construction trades shop** and warehouse, including on-site outside storage. This property is within 940' of HC/LI zoning to the south, 1,058' from HC/LI to the north, 225' from HC/LI to the east and separated by a 50' County right of way from MDR to the west. The parcel complies with **Sec. 3-2.11 Heavy Commercial and Light Industrial (HC/LI-NA) (e) Locational Criteria (2) Site Distance** Subject parcel is 2,328', 312' less than the required half mile, from a signalized intersection of an arterial street (Nine Mile Road).

c. **Compatible with surroundings.** All the permitted uses of the proposed zoning, not just anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the

compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.
The Fowler Street corridor consist of a mixed use of residential and commercial zonings and uses (as depicted on Attachment "A" Property Use Map & "B" Zoning Classifications Map). The corridor between Nine Mile Road and Detroit Blvd. on the east side of Fowler Avenue consist of HDMU & HC/LI zoning combined with the Future Land Use Classification of Mixed Use/Urban allowing for commercial uses. Lots along Fowler Avenue are large which aids in being compatible with surroundings by strategically performing activities away from adjacent uses that otherwise may be impactful. With an approval for this requested zoning would only aid further in keeping the surroundings compatible by allowing for improvements that would further mitigate any impacts to an adjacent use. A permit application will be submitted to the Escambia County Development review Committee when all aspects of compatibility will be investigated by County Staff. Some of the measures may be more stringent than typical requirements.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining district, or the difference with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interest between the isolated district and adjoining lands.

As per LDC Chapter , Spot Zoning is: Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, will contribute to or result in logical and orderly development.

The property is currently zoned HDMU like 47% of the east side of roadway with the other 53% having a HC/LI zoning. The adjacent property to the east is currently zoned HC/LI only being separated by an Escambia County retention pond of 200' in width (designated in light blue on both Attachment "A the Use map and Attachment "B" zoning Classification map). It obviously shows an intent is to develop the east side of Fowler Ave. commercially and the west side residentially. The zoning even creates a corridor on either intersecting roadways on the north and south end (Detroit Blvd. to the south and Nine Mile Road to the north) by caring a HC/LI zoning down both side one lot deep. Again, obviously creating a corridor for commercial development as reflected on Attachment "A".

e. **Appropriate with changes or changing condition**
The area is expanding rapidly due to the influx of Navy Federal personnel coming to the area combine with the up grade to Nine Mile Road into a four-lane roadway. All properties for sale on the roadway are being marketed as commercial. The subject parcel is **not creating a new use** just merely bringing an

existing use, since 2004, into compliance. This will pave the way to submit to the Escambia County Development Review Committee to achieve compliance with all other Federal, State, and County regulations. Also considering the dimensions referenced above in **b. Consistent with zoning provisions.** The property is 2.4 acres providing the ability for additional mitigation steps insuring the use remains compatible with adjacent uses. Currently residential to the north, that the previous owner developed and remains owner of one of the two residential structures. To the south vacant property with an "accessory" structure.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 10-1S-30 1101-081-001

Property Address: 8838 Fowler Avenue Pensacola, FL 32534

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 11th DAY OF April, YEAR OF 2020

Signature of Property Owner	Patrick Neville Printed Name of Property Owner	4/11/2020 Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 8838 Fowler Avenue Pensacola, FL 32534 _____, Florida, property reference number(s) 10-1S-30 1101-081-001 _____ I hereby designate William Joseph _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 11th day of April the year of, 2020, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: William Joseph Email: wjoseph@ecstring.com
Address: 2791 Glen Eden Drive Pensacola, FL 32514 Phone: _____

Signature of Property Owner	Patrick Neville Printed Name of Property Owner	4/11/2020 Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Bay
The foregoing instrument was acknowledged before me this 11th day of April 2020
by Patrick Neville.
by means of X physical presence or ☐ online notarization. Type of Identification Produced: personally known

Faith L Cooke
Signature of Notary

Faith L Cooke
Printed Name of Notary

(Notary Seal)

Notary Public State of Florida
Faith L Cooke
My Commission GG 979531
Expires 06/14/2024

5. **Submittal Requirements**

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. X Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

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

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

4) *I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes* of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

William Joseph — Signature of Owner/Agent
William Joseph — Printed Name Owner/Agent
4/11/2020 — Date

Signature of Owner
Patrick Neville — Printed Name of Owner
4/11/2020 — Date

STATE OF Florida COUNTY OF Bay

The foregoing instrument was acknowledged before me this 11th day of April 2020

by Patrick Neville & William Joseph

by means of ☒ physical presence or ☐ online notarization. Type of Identification Produced: personally known

Faith L. Cooke — Signature of Notary
Faith L. Cooke — Printed Name of Notary (notary seal)

Notary Public State of Florida
Faith L Cooke
My Commission GG 979531
Expires 08/14/2024

Scott Lunsford • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2019 Real Estate Property Taxes

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
02-0027-100	06		101S301101081001

PROPERTY ADDRESS:
8838 FOWLER AVE

EXEMPTIONS:

S - 034631 / 009196 20056284
EMERALD COAST PROPERTY INVESTMENTS LLC
1230 WEST BEACH DR
PANAMA CITY FL 32401-2117

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	121,853		121,853	806.24
PUBLIC SCHOOLS					
By Local Board	2.0990	121,853		121,853	255.77
By State Law	3.9440	121,853		121,853	480.59
WATER MANAGEMENT	0.0327	121,853		121,853	3.98
SHERIFF	0.6850	121,853		121,853	83.47
M.S.T.U. LIBRARY	0.3590	121,853		121,853	43.75

TOTAL MILLAGE 13.7362 **AD VALOREM TAXES** 1673.80

LEGAL DESCRIPTION

N1/2 OF S1/2 OF SW1/4 OF SE1/4 OF NE1/4 OF SEC PART OF LT 8 BLK 1 PLAT DB 89 P 369 OR 7443 P 1974 OR 7471 P 1315 LESS 1/2 OF R/W FOR 30 FT ROAD WAY ON QTR SEC LI

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FIRE PROTECTION		125.33

FOR QUESTIONS ON THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 125.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS 1799.13

AMOUNT DUE IF PAID BY	NOV 30, 2019	DEC 31, 2019	JAN 31, 2020	FEB 29, 2020	MAR 31, 2020
	$ 1727.16	$ 1745.16	$ 1763.15	$ 1781.14	$ 1799.13

RETAIN FOR YOUR RECORDS

EMERALD COAST PROPERTY INVESTMENTS LLC 1088

Scott Lunsford Escambia Co. Tax Collector 11/5/2019

1,727.16

Description: FOWLER AVE (NEAR 8840 FOWLER)
Start Date: 05/19/2020
Start Time: 0800

	Direction: N					Direction: S					Combined
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	3	1	1	0	5	3	4	2	4	13	18
0100	1	1	2	0	4	5	0	1	3	9	13
0200	0	0	0	1	1	1	1	0	0	2	3
0300	0	0	2	1	3	1	2	1	0	4	7
0400	0	4	3	4	11	1	1	0	2	4	15
0500	4	3	3	7	17	5	4	2	4	15	32
0600	7	9	13	21	50	7	14	6	24	51	101
0700	18	17	16	20	71	22	20	20	15	77	148
0800	19	19	11	22	71	19	20	24	26	89	160
0900	17	31	16	20	84	14	19	27	18	78	162
1000	23	26	18	23	90	21	29	31	25	106	196
1100	30	22	20	26	98	21	29	25	25	100	198
1200	29	24	28	9	90	32	29	37	35	133	223
1300	26	23	25	23	97	25	30	33	27	115	212
1400	27	28	21	34	110	38	33	29	31	131	241
1500	21	28	28	25	102	23	26	28	23	100	202
1600	21	27	31	38	117	28	22	36	27	113	230
1700	25	24	34	28	111	31	26	22	27	106	217
1800	27	16	20	19	82	30	29	30	17	106	188
1900	14	25	13	17	69	34	14	25	17	90	159
2000	11	10	14	10	45	24	22	21	16	83	128
2100	6	6	2	6	20	18	9	10	15	52	72
2200	5	2	6	4	17	6	5	7	3	21	38
2300	6	2	0	1	9	1	7	8	4	20	29
24-Hour Totals:					1374					1618	2992

Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	845	86	800	89	845	172
P.M.	1615	121	1200	133	1400	241
Daily	1615	121	1200	133	1400	241

Description: FOWLER AVE (NEAR 8840 FOWLER)
Start Date: 05/20/2020
Start Time: 0800

	Direction: N					Direction: S					Combined
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	3	0	0	2	5	1	6	0	4	11	16
0100	1	0	0	0	1	2	2	1	2	7	8
0200	0	0	0	0	0	0	0	0	0	0	0
0300	1	1	0	1	3	0	0	3	0	3	6
0400	1	3	2	4	10	1	0	1	0	2	12
0500	5	3	6	5	19	2	3	6	7	18	37
0600	7	4	15	19	45	9	20	9	9	47	92
0700	13	15	15	27	70	13	17	26	22	78	148
0800	12	17	11	19	59	20	23	18	15	76	135
0900	14	22	15	17	68	14	24	18	23	79	147
1000	16	19	14	23	72	18	23	23	24	88	160
1100	24	13	14	22	73	20	24	16	26	86	159
1200	23	21	21	21	86	28	27	21	29	105	191
1300	21	21	21	21	84	28	27	28	35	118	202
1400	22	17	20	16	75	29	27	26	24	106	181
1500	21	27	27	29	104	24	29	16	36	105	209
1600	32	28	22	34	116	28	36	24	23	111	227
1700	31	21	24	20	96	28	28	23	23	102	198
1800	15	20	22	12	69	29	18	22	26	95	164
1900	13	14	16	7	50	19	18	17	17	71	121
2000	11	11	7	7	36	18	10	16	15	59	95
2100	5	10	12	6	33	13	19	7	17	56	89
2200	3	6	3	3	15	8	7	4	11	30	45
2300	4	4	1	1	10	7	5	6	2	20	30
24-Hour Totals:					1199					1473	2672

Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	730	71	730	91	730	162
P.M.	1530	116	1545	124	1545	235
Daily	1530	116	1545	124	1545	235

Description: FOWLER AVE NORTH OF LOWES DRIVEWAY
Start Date: 05/19/2020
Start Time: 0800

	Direction: N					Direction: S					Combined
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	5	5	2	0	12	2	3	2	4	11	23
0100	2	1	2	0	5	4	0	1	4	9	14
0200	1	0	0	1	2	1	1	1	1	4	6
0300	0	0	2	1	3	1	1	1	1	4	7
0400	0	3	1	2	6	1	2	3	3	9	15
0500	2	3	4	10	19	7	5	5	12	29	48
0600	11	12	17	27	67	16	15	14	30	75	142
0700	17	24	22	25	88	31	34	23	35	123	211
0800	28	28	32	38	126	32	50	61	61	204	330
0900	52	59	58	36	205	64	54	65	61	244	449
1000	52	57	47	63	219	44	53	59	55	211	430
1100	57	64	54	56	231	64	53	48	59	224	455
1200	56	53	58	42	209	78	75	66	65	284	493
1300	58	62	51	60	231	63	57	58	62	240	471
1400	61	52	62	65	240	70	56	66	55	247	487
1500	65	65	68	59	257	35	51	65	60	211	468
1600	55	67	47	63	232	51	44	56	61	212	444
1700	55	47	44	56	202	54	51	55	39	199	401
1800	32	35	43	42	152	51	48	45	42	186	338
1900	39	39	35	29	142	53	20	26	33	132	274
2000	27	16	20	19	82	32	24	25	19	100	182
2100	16	11	7	10	44	22	12	9	15	58	102
2200	6	2	6	4	18	5	7	7	2	21	39
2300	7	3	0	1	11	2	7	6	4	19	30
24-Hour Totals:					2803					3056	5859

Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	845	207	845	244	845	451
P.M.	1445	263	1200	284	1200	493
Daily	1445	263	1200	284	1145	501

Description: FOWLER AVE NORTH OF LOWES DRIVEWAY
Start Date: 05/20/2020
Start Time: 0800

	Direction: N					Direction: S					Combined
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	4	0	0	3	7	3	4	0	6	13	20
0100	5	0	0	1	6	1	2	1	2	6	12
0200	0	0	0	0	0	1	0	0	0	1	1
0300	3	1	0	1	5	0	0	2	1	3	8
0400	1	3	0	1	5	1	1	1	4	7	12
0500	3	3	7	4	17	4	1	6	15	26	43
0600	9	6	23	24	62	17	23	17	24	81	143
0700	16	18	29	40	103	24	24	44	49	141	244
0800	31	32	25	35	123	35	41	46	54	176	299
0900	41	43	31	33	148	39	45	40	44	168	316
1000	39	37	40	40	156	44	44	59	51	198	354
1100	52	50	45	31	178	49	44	44	52	189	367
1200	44	46	53	49	192	55	61	56	39	211	403
1300	58	42	44	42	186	45	42	44	43	174	360
1400	55	51	43	44	193	55	51	41	56	203	396
1500	49	40	53	54	196	40	48	52	47	187	383
1600	50	53	43	68	214	47	53	51	53	204	418
1700	60	47	40	37	184	43	39	46	34	162	346
1800	26	39	38	31	134	47	21	32	36	136	270
1900	28	29	38	18	113	27	31	29	28	115	228
2000	31	18	17	15	81	22	21	24	21	88	169
2100	7	8	21	9	45	12	21	7	15	55	100
2200	5	6	6	9	26	6	10	5	9	30	56
2300	8	3	1	2	14	8	6	3	2	19	33
24-Hour Totals:					2388					2593	4981

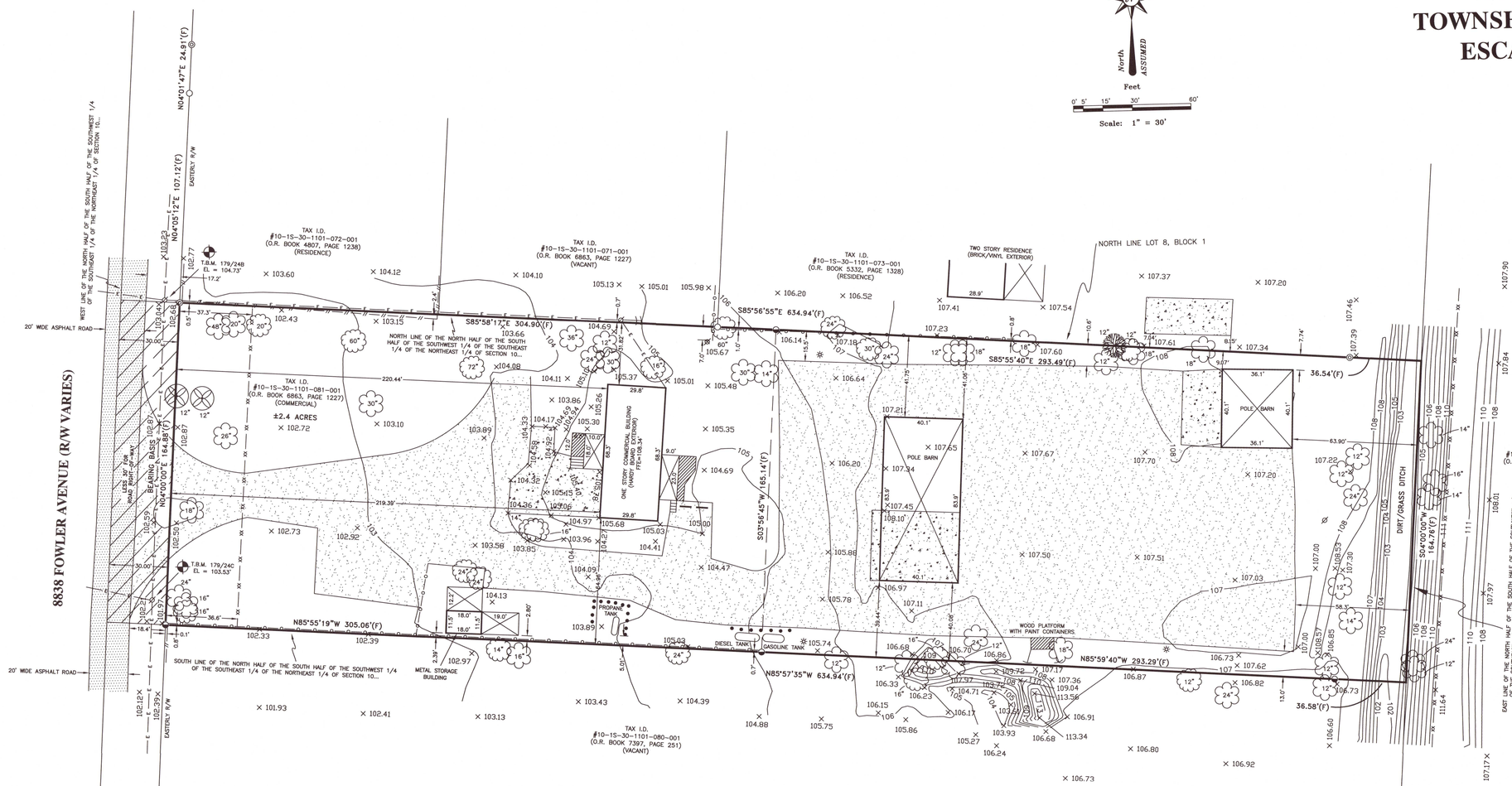
Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	845	150	830	184	830	328
P.M.	1615	224	1200	211	1615	424
Daily	1615	224	1145	224	1615	424

BOUNDARY & TOPOGRAPHIC SURVEY

8838 FOWLER AVENUE
A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

EMPIRE LAND·SURVEYING INC



North ASSUMED

Feet

0' 5' 15' 30' 60'

Scale: 1" = 30'

LEGEND

- ANCHOR WIRE
- POWER POLE WITH BURIED ELECTRIC
- R/W — RIGHT OF WAY
- O.R. — OFFICIAL RECORD BOOK
- P.S.M. — PROFESSIONAL SURVEYOR & MAPPER
- F.D.O.T. — FLORIDA DEPARTMENT OF TRANSPORTATION
- FOUND 1" IRON PIPE
- FOUND 1/2" CAPPED IRON ROD – P.S.M. #5863
- FOUND 1/2" CAPPED IRON ROD ILLEGIBLE
- × 107.50 — SPOT ELEVATIONS IN FEET
- 0.8' x 6.0' CONCRETE WHEEL STOP
- 48" TALL CONCRETE/METAL BOLLARD
- TEMPORARY BENCHMARK
- POWER POLE
- E — AERIAL UTILITY WIRES
- // — // — 4' CHAIN LINK FENCE
- XX — 6' CHAIN LINK FENCE
- O — O — 6' WOOD FENCE
- COVERED (ROOFED) AREA
- CONCRETE
- GRAVEL
- WOOD DECK
- ASPHALT
- 105 — CONTOUR ELEVATION LINE IN FEET (NAVD '88)
- 12" — OAK TREE (DIAMETER IN INCHES)
- 12" — LIVE OAK TREE (DIAMETER IN INCHES)
- 12" — PALM TREE (DIAMETER IN INCHES)
- 12" — POPCORN TREE (DIAMETER IN INCHES)

LEGAL DESCRIPTION:

(PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

The North Half of the South Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 10, township 1 South, Range 30 West, Escambia County, Florida, less one-half of the right-of-way for 30 foot road way on Quarter Section lines. being Lot 8 of Block 1 of a subdivision of Section 10, according to the Plat recorded in Deed Book 89, Page 369, of the Public Records of Escambia County, Florida.

PARENT PARCEL

LEGAL DESCRIPTION: (O.R. BOOK 7471, PAGE 1315)

The North Half of the South Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 30 West, Escambia County, Florida, less one-half of the right-of-way for 30 foot road way on Quarter Section lines and less the East 330.00 feet, being Lot 8 of Block 1 of a subdivision of Section 10, according to the Plat recorded in Deed Book 89, Page 369, of the Public Records of Escambia County, Florida.

SURVEYOR'S REPORT:

1. ELEVATION FOR TEMPORARY BENCHMARKS AND TOPOGRAPHIC SURVEY REFERENCED TO A TEMPORARY BENCHMARK, BEING AN "X" CUT IN THE NORTH BONNET BOLT OF THE FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FOWLER AVENUE AND HAWKINS STREET. ELEVATION: 110.60' NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

2. BENCHMARKS(B.M.):
   A. T.B.M. 174/24B IS A SET COTTON SPINDLE IN THE WEST FACE OF A POWER POLE LOCATED APPROXIMATELY 5 FEET WEST OF NORTHWEST PROPERTY CORNER OF SUBJECT PARCEL.
   ELEVATION: 104.73' (NAVD 88)
   B. T.B.M. 174/24C IS A COTTON SPINDLE IN THE NORTH FACE OF A POWER POLE LOCATED APPROXIMATELY 5 FEET WEST AND 12 FEET NORTH OF SOUTHWEST PROPERTY CORNER OF SUBJECT PARCEL.
   ELEVATION: 103.53' (NAVD '88)

3. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE SURVEYOR DOES NOT CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED, OR THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES.

4. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

5. TO ASSURE THE CONTRACTOR IS ON THE SAME VERTICAL AND HORIZONTAL DATUM AS THIS SURVEY, IT IS STRONGLY RECOMMENDED THAT VERTICAL CHECKS BE MADE BETWEEN TWO BENCH MARKS AND THAT HORIZONTAL CHECKS BE MADE BETWEEN THREE CONTROL POINTS OR PROPERTY CORNERS.

6. CALL SUNSHINE ONE UTILITY LOCATERS AT (800) 432-4770 BEFORE DIGGING.

7. THERE IS A WATER METER 3.2' WEST OF THE SOUTHWEST PROPERTY CORNER.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

CHRIS FOREHAND

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

CHRIS FOREHAND
PANHANDLE ENGINEERING, INC.

CLIENT CHRIS FOREHAND

BEARING BASIS N04°00'00"E EASTERLY R/W (ASSUMED)

TYPE OF SURVEY: BOUNDARY & TOPO WITH IMPROVEMENTS

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS

GENERAL NOTES:
1. Fence locations as drawn are not to scale. 1A. This drawing only reflects setback lines, which appear on the recorded plat.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing. 2A. This property may also be subject to setback lines mandated by zoning.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P)
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.
6. No Title Search of the Public Records has been performed by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning, and restrictions that not abstracted by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways that may be found in the Public Records of said County.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE
1.) TOPOGRAPHIC SURVEY	179/24-25	02/10/17
2.) LOCATE TREES	179/66	04/18/17
POSSIBLE ENCROACHMENTS: FENCES, AERIAL UTILITY WIRES, DITCH		

SURVEYORS CERTIFICATE

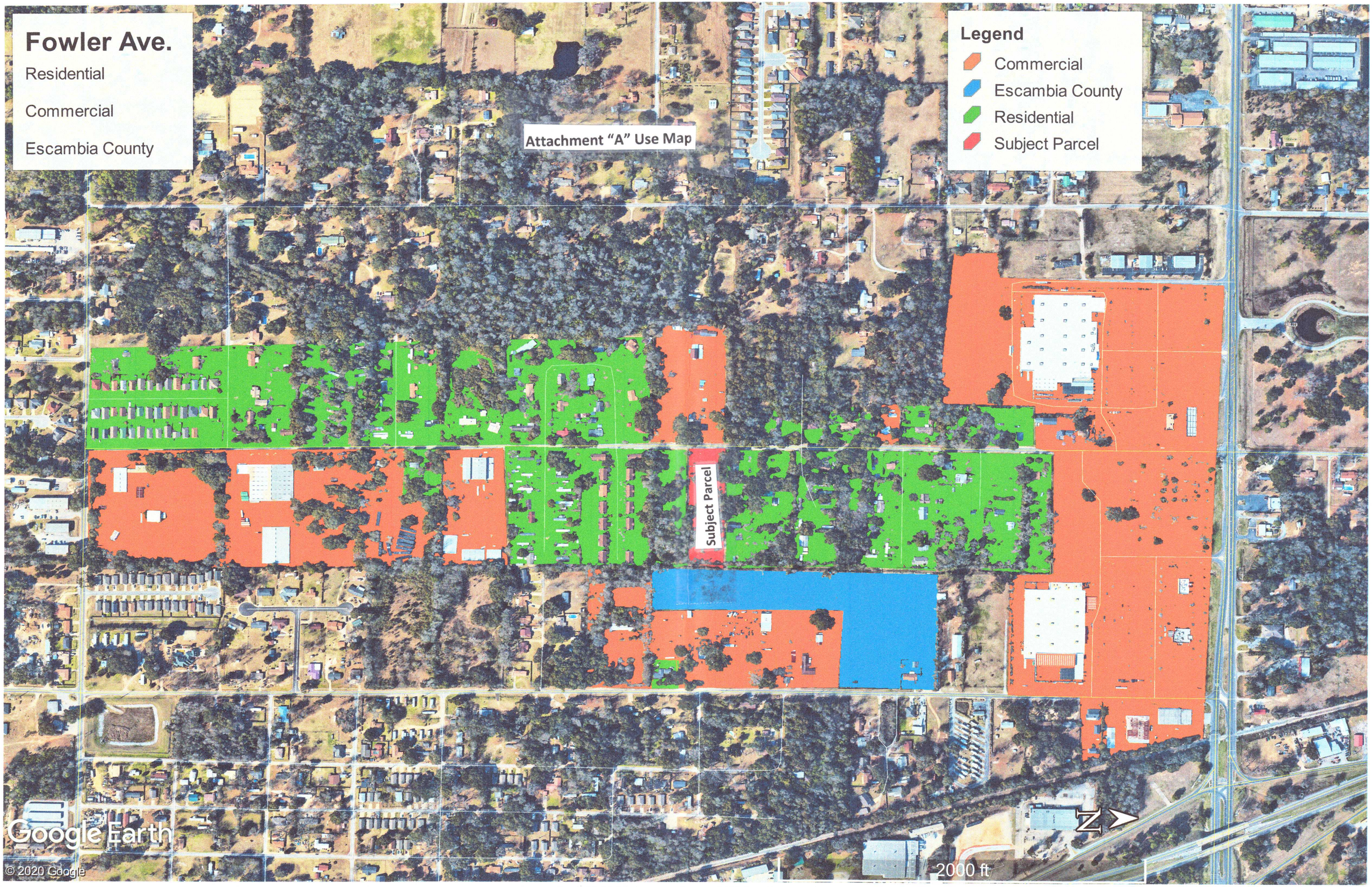
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

APRIL 21, 2017 — DATE

LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA

SCALE:	1"= 30'
FIELD DATE:	11/19/15
ORDER NO:	286-15-2
FIELD BOOK:	171/55


Fowler Ave.
Zoning
MDMU
HC/LI
MDR
Com
Attachment "B" Zoning Map
Legend
Escambia County
ALT 90
W 9 Mile Rd
MDR
HC/LI
HC/LI
HDMU
Subject Parcel
HDMU
HC/LI
HC/LI
HC/LI
Google Earth
© 2020 Google
1000 ft
N


Fowler Ave.
Residential
Commercial
Escambia County
Attachment "A" Use Map
Legend
Commercial
Escambia County
Residential
Subject Parcel
Subject Parcel
Google Earth
© 2020 Google
2000 ft
N

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **June 23, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2020-5**

TTO Staff has reviewed the Rezoning Case Z-2020-5 8838 Fowler Avenue (HDMU to LI-NA), agenda item for the Planning Board meeting scheduled for July 2, 2020. Please see the below comments.

Fowler Avenue is a 2-lane roadway without paved shoulders. Near the parcel in question, the traveling roadway width varies from 21 to 22 feet. The right-of-way width is 50 feet.

Fowler Avenue is a classified as a local road and is not included in the Florida-Alabama TPO's Congestion Management Process Plan. According to the Land Development Code and for locational purposes only, the County Engineer may designate a local roadway as a collector if all five criteria are met. Fowler Avenue was not designated as a collector street because all five criteria were not met. The five criteria are listed below.

1. *Twenty-two-foot width of pavement (two lanes) or more**. (The measured width directly in front of the applicant's address, 8838 Fowler Avenue was 22 feet. However, the roadway width was measured at 21 feet less than 350 feet on either side of the driveway. Therefore, the roadway width criterion is not met)***
2. *Posted speed limit of 35 mph or more. **(35MPH posted)***
3. *Signalized intersection on the segment or at its termini**. (signal at the Nine Mile intersection)***
4. *Connection to a collector or arterial street. **(Nine Mile to the north – Arterial and Detroit to the south – Collector)***
5. *Average annual daily traffic at least 1,500 vehicles. **(24-hour traffic counts were per formed on 5/19/2020 and 5/20/2020 and resulted in daily traffic counts of 2,992 and 2,672, respectively.)***

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Christine Fanchi, TTO Division, Engineering Department
Joy Jones, P.E., Engineering Department Director
Kim Wilson, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Applicant

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: William Joseph Agent

*Address: 2791 Glen Eden Drive *City, State, Zip: Pensacola, FL 32514

Email Address: williamjoseph1@att.net Phone: 850 450-1978

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6, 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor _X_ Against

*Name: RONALD F FOWLER

*Address: 8913 MARSH ELDER DR *City, State, Zip: Pensacola 32526

Email Address: FOWLERRON@AOL.COM Phone: 850-982-0671

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-05

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: MARGARET CONNER

*Address: 1060 SAGEBRUSH TRAIL *City, State, Zip: PENSACOLA 32534

Email Address: CKCONNER@BELLSOUTH.NET Phone: 850-477-3091

How did you hear about the rezoning case: [X] Mail [ ] Internet [ ] Sign

Please indicate if you:
[X] would like to be notified of any further action related to the public hearing item.
[ ] do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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01/2016

Staff Ex.A Z-2020-05

Kayla R. Meador

From: Kayla R. Meador
Sent: Tuesday, June 30, 2020 2:12 PM
To: wjoseph@ecstriping.com; pneville@ecstriping.com
Subject: 7/6/2020 Planning Board Meeting Agenda

Please follow the link below to view the agenda for the Planning Board Meeting on Monday, July 6, 2020. The meeting will begin at 8:30 a.m.

https://myescambia.com/open-government/meetings (*if the agenda is not showing on the website, check back in an hour or so, the website doesn't update right way)*

Thanks,

Kayla Meador
Administrative Supervisor
Development Services
3363 West Park Place
Pensacola, FL 32505
Office: 850-595-3097
Cell: 850-530-0495

Please consider the environment before printing this e-mail. Think Green.

Z-2020-06

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-06
Applicant: Tom Hammond, Agent for Anthony Baroco Owner

Address: Halcyon Circle
Property Size: 9.99 (+/-) acres
From: MDR, Medium Density Residential district (10 du/acre)

To: Com, Commercial (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of July 2020, commencing at approximately 10:00 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
JAY INGWELL — District 1
TIM PYLE, Vice Chairman — At-Large
GARY SAMMONS — District 2
REID RUSHING — At-Large

PLANNING BOARD STAFF PRESENT:
STEVE WEST, ESQUIRE — Assistant County Attorney
HORACE JONES, Director, Development Services
ALLYSON LINDSAY, Development Services
ANDREW HOLMER, Development Services
TERRI MALONE, Transportation Planner
KAYLA MEADOR, Administrative Supervisor

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PROCEEDINGS

THE CHAIRMAN: All right. I'm going to hereby call back to order the quasi-judicial hearing for July 6, 2020.

We're going to move into our next case. Obviously, most of you are here to speak on this case. We have well over 50 speakers for the case. We're going to try to be as expeditious as we can.

We do ask you to please keep in mind there are certain criteria that we have to consider. You have to address one of those -- if we could bring them up, Kayla -- these criteria.

If you start talking about traffic, stormwater, those are important issues to you, but they are not what is handled by this Board. Those are done through the Development Review process, which would be a subsequent process if it makes it through this rezoning request. Okay?

So we're not saying they're not valid concerns. It's just something that we can't vote on. We can only vote on these items that are on the Board. Okay?

So that will help us stay concise if you keep your comments to one of these criteria, because that's what we're voting on.

And those other processes, the Development Review Committee is a public hearing as well. Members of the public can give input to those processes as well.

And, of course, as you've heard me say several times, you must speak here before you can speak at the County Commission meeting. They won't take new speakers at that meeting, so it's kind of you have to speak here and get your comments on the record.

If someone has said pretty much what you want to say, you can just say, in summary, I want to say what the person ahead of me said. I still want to reserve my spot at the Board of County Commissioners. And, then, that way we don't have to hear the same exact thing multiple times. Okay?

So at this point we're going to go into the case. This is case Z-2020-06. Tom Hammond is acting as the agent for Anthony Baroco, the owner. It's on Halcyon Circle, 9.99 plus-minus acres, from MDR, which is medium-density residential to commercial.

Members of the Board, at this time I'm going to ask if there's been any ex parte communication between you, the applicant, agents, attorneys, witnesses, Planning Board members or anyone from the general public.

Also please disclose if you have visited the subject property or if you are a relative or business associate to any of the parties in the case.

And we'll start with you, Mr. Sammons.

MR. SAMMONS: No to all.

MR. PYLE: No to all. I'm familiar with the location of the property.

THE CHAIRMAN: All right. Chairman, no to all.

MR. INGWELL: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Staff, was notice of this hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. At this time, Mr. Hammond, do you have any objection to the maps or photography being presented?

MR. HAMMOND: No, sir.

THE CHAIRMAN: Okay. He's indicated no, so we'll have the staff do those for us.

MS. LINDSAY: Good morning. Allyson Lindsay, Development Services.

This is the location map showing the location outlined in red.

And this is the current MDR zoning.

This is the future land use, showing mixed-use suburban. Future land use.

And this is the existing land-use map, showing what's around the subject property.

This is the aerial photo of the site.

And this is our public hearing sign that we posted on the site.

And this is looking into the subject property from Lillian Highway.

This is just another -- looking across Lillian Highway from another portion of the property.

This is looking west from the property on Lillian Highway.

This is looking east along Lillian Highway from the subject property.

This is another view looking onto the property from the commerce park that's across Lillian Highway.

This is looking at the commerce park from the western portion of the subject property.

This is just another view of the commercial development that's along Lillian Highway.

This is looking west toward the traffic light at Lillian and Bauer.

This is looking into a residential parcel that's on Lillian Highway, kind of like in the middle of the . . . the subject property kind of surrounds this parcel.

This is looking down the eastern entrance of the Halcyon Circle toward a dead end.

And this is just another view taken right around Halcyon Circle or left.

This is looking west along the back side of Halcyon.

This is looking into the subject property from Halcyon Circle.

Looking south toward Lillian Highway on

the western entrance of Halcyon Circle, which comes almost right out at the light at Bauer and Lillian.

And this is just some other pictures. This is looking at the church that's on Lillian Highway across from Halcyon Circle.

That's all the maps and photography.

THE CHAIRMAN: Okay. Thank you.

Board members, any questions on the maps or photography?

MR. RUSHING: I have just one question.

THE CHAIRMAN: Yes, sir.

MR. RUSHING: I saw there's only one sign posted; is that correct?

MS. LINDSAY: Yes, sir.

MR. RUSHING: We've talked numerous times in the past, that when you hit multiple streets, to have at least two signs.

I know it's been very well publicized because of the number of people here, but it's just, why didn't we put a sign on the back side of Halcyon?

MS. LINDSAY: I don't know why the sign wasn't posted on the back. It was just residential road on the back.

And I guess because the property was mainly -- the address was on Halcyon, which is at the -- almost at the entrance of Halcyon and Lillian. So we just put it on the main thoroughfare of Lillian.

MR. RUSHING: I just -- you know, we've talked about the number of times before that when you have multiple -- multiple streets, to try to put it on more than just one location. And this is -- you know, so just . . .

MS. LINDSAY: And I think that our understanding was that if it was a large -- larger parcel that had a long distance between one side and the other, but we'll take that in consideration for the next case.

MR. RUSHING: Thank you.

THE CHAIRMAN: Thank you.

Any other requests on maps or photography?

(No response.)

THE CHAIRMAN: Okay. Mr. Hammond, come forward and be sworn in, sir.

TOM HAMMOND, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Sir, if you'll please state your name and address for the record.

MR. HAMMOND: Tom Hammond, Hammond Engineering, 3802 North S Street.

Good morning.

THE CHAIRMAN: Good morning.

Sir, have you received a copy of the rezoning hearing package of the staff's findings of fact?

MR. HAMMOND: Yes, sir.

THE CHAIRMAN: Okay. And do you understand that it is your burden to provide substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of that plan, and is not in conflict with any portion of the Land Development Code?

MR. HAMMOND: Yes, sir.

THE CHAIRMAN: Okay. Is it your wish to be qualified as an expert witness?

MR. HAMMOND: It is.

THE CHAIRMAN: All right. Members of the Board, you've previously qualified Mr. Hammond as both an engineer and an expert in land use

and planning.

Do any of you have any questions concerning his qualifications or ability to offer that expert testimony?

(No response.)

THE CHAIRMAN: Okay. The Chair will entertain a motion to accept him as an expert in engineering and land use and planning.

MR. PYLE: So moved.

MR. RUSHING: Second.

THE CHAIRMAN: Okay. All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Okay. The record will reflect expertise in land use and planning, as well as engineering, sir.

MR. HAMMOND: Thank you very much.

The parcel in question is located at the intersection of Bauer Road -- 300 foot from the intersection of Bauer Road and Highway 98, DOT signalized, DOT signalized intersection.

Let's go through the criteria. Consistency with the Comp Plan. The parcel is

located in a mixed-use suburban future land-use district, which allows for commercial and residential uses, as stated in the Comp Plan, Chapter 7.

If you read down in there, you'll see that nonresidential uses, retail service -- 30 to 50 percent of that area is to be for retail service; office, 25 to 50 percent in areas beyond a quarter mile of an arterial roadway or intersection. There's zero commercial, what is happening.

So this is exactly where commercial development is supposed to happen, according to the Comp Plan and the Land Development Code.

Consistency with the Land Development Code. Rezoning to commercial. This is straight from LDC, Article 2, Section 3-2.10 (f). Rezoning to commercial.

Commercial zoning may be established only within a mixed-use suburban and mixed-use urban or commercial future land use.

The district is appropriate to provide transitions between areas zoned or used as high-density mixed-use areas or used as heavy -- and used as heavy commercial or industrial.

Rezoning to commercial is subject to the same locational criteria as new, nonresidential use proposed within that district.

We meet two, if not three, of the locational criteria.

The one being "B" under locational criteria talks about a traffic generator. If you're within . . . let's see what the exact distance is.

We're 360 foot from a 34,000 square-foot Greer's Cash Service Market. The ITE code H-64 page 1690 out of a trip-generation manual, discount supermarkets generate 90.86 trips per thousand square foot per day.

In this case, Greer's generates 3,089 trips per day. That's five times what your limit is to meet the locational criteria. So we meet the locational criteria for rezoning this to commercial.

Compatibility with surroundings. We're sitting at an intersection, DOT signalized intersection, that has a Hardee's, a Waffle House, a Tom Thumb, a Greer's Liquor and Grocery Store and a Dollar General store.

We do have residential uses around us.

Fortunately for this site, unfortunately for my owner, there are large wetlands. If you put the survey up there for me, there's a large wetland complex on the north side of the property.

Furthermore, you're going to hear from their findings, which I hope I get a chance to respond to after they make them . . .

THE CHAIRMAN: Absolutely.

MR. HAMMOND: You're going to find that even though their findings say commercial traffic will be accessing Halcyon, it is strictly prohibited in the design standard manual.

And I'm going to read it directly. Commercial traffic, residential areas. No permit, development order or other approval shall be issued for any proposed commercial use which requests primary, secondary or limited access onto a local street if that local street is fronted by more than 50 percent residential zoning in the following districts: LDR, LDR-PK, MDR -- which is what that zoning is -- measured in linear feet along the centerline of the road impacted by the proposed district.

So 50 percent residential zoning. It's

all -- it's all MDR all the way around it. So when we go to give a development order on that piece of property, we will be prohibited from accessing Halcyon.

Appropriate -- On "D, appropriate if spot zoning."

Well, we know spot zoning isn't the shade on the map. It's what the uses are. And we're adjoining an HDMU-zoned piece of property, which allows for . . . I can read them all off . . . retail sales, bed and breakfast inns -- it's boring. I mean, I could go on and on. Restaurants, repair services, professional services. You can do that today on the piece of property we're adjoining to the west.

In criteria -- the last criteria is -- any changes. I don't know of any.

So with that, I'd ask that you adopt my findings of fact and send this to the BCC with a recommendation of approval.

THE CHAIRMAN: Mr. Hammond, would you elaborate a little bit more on the locational criteria again?

MR. HAMMOND: Yes, sir.

THE CHAIRMAN: I heard what you said, but

I just want to make sure I understand . . .

MR. HAMMOND: Okay.

THE CHAIRMAN: . . . what you're saying as far as meeting that.

MR. HAMMOND: I'm going to read straight from the commercial zoning chapter of whatever it is.

And this is "E," locational criteria when you're rezoning to commercial. All new nonresidential uses proposed within the commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following locational criteria:

Proximity to an intersection. We don't meet that because both of those roads are not arterial.

Number two, proximity to a traffic generator. If you're located along an arterial road, Highway 98, within one-quarter mile of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator, you meet

locational criteria.

THE CHAIRMAN: Okay.

I'd ask the staff, when doing their presentation, to please address why we believe that one is not consistent, based on the criteria that Mr. Hammond has just read.

All right, sir. Anything else?

MR. HAMMOND: No, sir.

THE CHAIRMAN: All right. Questions.

We'll give you plenty of opportunity to come back.

Any questions at this point?

(No response.)

THE CHAIRMAN: Okay. Let's go ahead and hear the staff's findings of fact presentation.

Who's presenting for the staff?

Allyson, if you'll state your name and position, please.

MS. LINDSAY: Allyson Lindsay, urban planner, Development Services.

This is the rezoning for Halcyon Circle from MDR, medium-density residential, to commercial.

The Criterion A, consistency with the Comprehensive Plan.

The Comprehensive Plan . . . it is consistent with the intent and purpose of mixed-use suburban. Does allow for a mix of residential and nonresidential uses.

And, then, the buffering will be required to protect any of the residential uses in the area.

Criterion B, consistency with the Land Development Code.

The proposed amendment is not consistent with the intent and purpose of the Land Development Code.

The requested zoning to commercial would allow uses ranging from neighborhood commercial to light industrial. And the intent of the MDR zoning is to allow for residential neighborhood development limited to single-family and two-family developments.

Furthermore, the site and building requirements for the commercial would be a substantial increase in the density from 10 dwelling units to 25 dwelling units an acre.

The property is addressed -- has an address -- has an address street frontage along Halcyon, which is a local road, with the

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southern portion of the property facing Lillian Highway, which is an arterial road.

If the requested commercial is approved, this would allow more intense commercial activity to ingress and egress off the local road currently utilized by an existing residential neighborhood.

And at this point, because it has an address street frontage off Halcyon, we at this point do not know if they intend to change the address or have it accessing off of Lillian, so we just went by the address street frontage.

The majority of the parcel is -- adjacent and around the subject properties are zoned MDR. There are four commercially zoned parcels and two parcels of HDMU located across Lillian. There are four -- there are four HDMU parcels adjacent to the subject property and the resident property.

There's the Crown Pointe, which is a residential subdivision, to the east. It is zoned HC/LI. And vacant parcels would not count toward the infill, as their subject -- as their uses are subject to the zoning designations.

There isn't enough commercial developments

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in the area to consider the change to be infill, and the commercial use would not be similar in intensity or density to the surrounding residential uses. Therefore, it would contribute to strip commercial development and as well as create adverse impacts into the residential area.

THE CHAIRMAN: Allyson, before you go on to the next finding -- I know it's a little out of the ordinary, but would you address Mr. Hammond's testimony that it meets the second two -- excuse me -- the second one out of the three locational criteria because of the trips generated?

MS. LINDSAY: Proximity to the traffic generator?

THE CHAIRMAN: Yes.

MS. LINDSAY: So, yes, he did read from the code that it had to be along an arterial collector road and within a quarter mile of an individual traffic generator of more than 600 trips a day. And it mentions the apartment complex, military, college, hospital, shopping centers.

We, as staff in planning, don't really

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have an avenue to know the trip generation. We try to look at what the development is for -- as he said, there was a Tom Thumb. There was a Hardee's, and there was a grocery story. While that --

THE CHAIRMAN: Is that determination not available from the traffic division?

MS. LINDSAY: The traffic division didn't give any of that information. They did provide a letter, but I don't believe they gave the exact numbers or trips for that segment of road.

The traffic person was here. I mean, I think they're still available if we can go -- if we need to find them for any testimony.

THE CHAIRMAN: Well, Horace, correct me if I'm wrong, but I think this is a pretty important issue.

MR. JONES: Yes.

THE CHAIRMAN: The gentleman has testified that that's what he's relying on to meet the locational criteria, but we don't have data in the package here to back up what trips are being generated there.

So do we have that information readily available?

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MR. JONES: It appears -- it appears that the information is not readily available, so -- but hopefully we would get staff to take a look at that.

Only thing we have to look at -- Now, we've got to look at what he presented, and basically -- and if the Board wants to -- wants to take that as evidence -- he presented it -- it's his burden of proof. And staff would have to work with that.

Now, understanding that compatibility has more than just to meet with -- he may meet that locational criteria, but the meeting of the location is only one part of the compatibility analysis.

It's only one part of the term of what it -- of meeting compatibility. That's only one tool in the toolshed. So, yes, he may meet that one.

But those other things about compatibility with the surrounding areas, commercial intrusion, strip commercial development, all of those things have to be looked at in totality, not just that one item, if he's contending that he meets that. So compatibility involves the

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whole spectrum. That's per the Land Development Code.
THE CHAIRMAN: And what you're saying is would be Criterion C, the compatibility portion.
And I'm talking about more of the locational --
MR. JONES: Yes.
THE CHAIRMAN: -- criteria in B.
MR. JONES: Yes.
THE CHAIRMAN: Okay.
MS. LINDSAY: And I'm not sure the applicant actually in his packet provided any information regarding the numbers or the trip generations at the time of review.
THE CHAIRMAN: Okay.
MR. JONES: Tom, did you have -- was that included?
MR. HAMMOND: It's right there. I'm looking at it.
THE CHAIRMAN: All right, guys. We can't have sidebars because we're recording everything. And we've got to have comments at the microphone. So if you're going to ask a question, Horace, of Tom, we'll have to bring him up to the podium.

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MR. JONES: Yes. Yes, Tom. We want to know, what you presented today, that doesn't appear --
MS. LINDSAY: That's my criteria.
MR. JONES: -- to be in what you -- in what you presented today doesn't appear to be what staff looked at to make their -- to make our review.
MR. HAMMOND: Well, I mean, it's in the package I submitted. It was a ITE code straight from -- it's right from the code, copy of that page. And then I took an aerial photograph and measured the size of the shopping center. You saw it.
THE CHAIRMAN: Okay. So let's pull up what Mr. Hammond submitted so he can take a look at what he submitted.
MR. PYLE: And, Mr. Speaker, I want to be clear: There's two of the things that Mr. Hammond stated that the criteria is based upon one of the following.
And then Mr. Horace Jones said that that wasn't part of the picture. I think he was talking about C, where Mr. Hammond was still addressing B. I just want to --

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MR. JONES: Right. Yes, sir. Yes, sir. You are right. You are right.
MR. PYLE: Okay.
THE CHAIRMAN: Okay. So as far as -- let's just stay with B at this point and whether or not we've met one of the locational criteria with the number of trips.
MR. JONES: Yes, sir.
THE CHAIRMAN: Okay.
MR. JONES: Yes, sir. It appears -- it bears from -- from what he has offered, it appears to state what he has offered.
Staff has not had an opportunity to confirm that. He did meet that, but that's just only one part of the spectrum in the total analysis of staff. Want to be clear for the record.
THE CHAIRMAN: Okay. Would it be your testimony that he has met Criterion B, that it is consistent with the locational criteria, then? I'm not talking about C, just B.
MR. JONES: Yes. Now? With -- Well, now, it says proximity -- a lone and arterial or collector street.
Now, if he's indicating -- and I know

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Lillian is a -- is an arterial road.
So if he's indicating that -- that all of the traffic inflow will be coming from Lillian and not from Halcyon -- because it's -- it's two street frontages, Halcyon, which is a local street and Lillian.
So it appears that, based upon what he presented, it appears that he may be meeting -- he may meet that one part of E. He may meet that, based upon what he presented, unless staff would have time to review about traffic.
THE CHAIRMAN: Criterion B.
MR. JONES: Criterion B, yes.
THE CHAIRMAN: Okay.
MR. JONES: Yes.
THE CHAIRMAN: Okay. Anything else you wanted to add, Mr. Hammond?
MR. HAMMOND: No, sir.
THE CHAIRMAN: Questions on this issue before we continue.
(No response.)
THE CHAIRMAN: Okay. Please keep that in mind when you get to the point of making a motion. Staff's findings are different than the applicant.

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Allyson, go ahead.
MS. LINDSAY: Okay. So for Criterion C, compatible with the surrounding uses, the proposed amendment isn't compatible with the surrounding existing uses.
Within the 500-foot radius, there were districts MDR, HDMU, commercial and HC/LI. There's single-family, there's a church, a commerce park, which is the one consisting of the Greer's and the Hardee's and the Tom Thumb for retail services and sales, and vacant parcels in the area and the HC/LI parcel to the east. It's actually a residential in the form of a platted subdivision.
The request to commercial would be a substantial upzoning that will impact the well established residential development, being that the surrounding uses are primarily residential.
Changing the subject property to commercial would not be compatible to the current zoning of medium-density residential.
THE CHAIRMAN: Allyson, if you'd bring up your findings while you're going through them, please.
THE CHAIRMAN: Thank you.

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MS. LINDSAY: So appropriate with -- Criterion D, appropriate if spot zoning. The request to change the zoning to commercial -- it is spot zoning, due to the fact the adjacent parcels are currently zoned medium-density residential and HDMU, with the only commercial zoning across Lillian Highway to the south and the subdivision to the west.
A request to change the zoning to commercial would substantially increase the density more than the adjacent properties and would not be transitional in character.
Commercial zoning provides transitions between areas that are used as high-density, mixed-use, heavy commercial or industrial, which is not dominant in the area.
Commercial zoning would allow more intense uses not allowed by parcels of residential zoning. Therefore, the request to commercial would not contribute to a logical and orderly development.
Criterion E, appropriate with changed or changing conditions. And there have not been any changes or additions in the land uses or in the area surrounding the subject property.

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And allowing the request to commercial would also allow more intense development for the surrounding residential uses, contributing to urban sprawl.
MR. SAMMONS: Can you scroll up?
MS. LINDSAY: Hmm?
THE CHAIRMAN: Scroll up.
MS. LINDSAY: Oh.
MR. SAMMONS: Slowly.
MS. LINDSAY: Okay. And that's the end of the findings.
Now, if you want to go back to the locational criteria, I will say that I did see where Mr. Hammond was on his locational criteria for his daily trips.
But like Mr. Jones says, there are -- that's just part of the locational criteria that has to be met for rezoning.
THE CHAIRMAN: But if those trips are accurate, verified by the county planning --
MR. JONES: Yes.
THE CHAIRMAN: -- I mean traffic, would that be consistent with Criterion D, then?
MS. LINDSAY: I would say if the traffic department does agree with those, yes, then they

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would meet that because it's one of the following. At least one of the locational criteria, which would also be the proximity to traffic generator.
MR. JONES: Right. Yes.
And I would like to add, Criterion B -- that's what you're concerned about, right?
It says, the proposed zoning is not consistent with the purpose and intent with any other zoning establishment.
Now, part one of the provisions inside the Land Development Code is the locational criteria. That's one part of the code that we do look at.
Now, yes, he can meet that locational criteria. But there's some other things within that Land Development Code that talk about is not consistent with the purpose and intent.
And I think what Ms. Allyson stated is very, very accurate. Yes, the request for zoning would allow uses ranging from neighborhood . . . the uses would -- that would be a substantial upzoning.
He can meet the locational criteria. And I think if the traffic -- if our department

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agreed, stating that he has met that. But that is a substantial upzoning from MDR all the way to 25 dwellings per acre -- area, that's substantial.

Then it says, further, the site and building requirements. All those things are other parts of meeting Criterion B, the locational criteria. It appears that he has met that, if the Board wants to conclude that, too.

But there's some other things that go along with Criterion B that Allyson stated in her facts and findings as well in totality.

THE CHAIRMAN: Okay. Pretty clear. Yes, sir.

MR. RUSHING: I guess I didn't follow that because in looking at it, it says -- location criteria. The sentence says, all nonresidential uses proposed with commercial district are not part of a planned unit development or identified shall satisfy at least one --

MR. JONES: Yes.

MR. RUSHING: -- of the following location criteria.

So all you've got to do is meet one, two, three or four. And it doesn't matter anything

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other than that, according to this documentation. So if it meets number 2, then I don't understand how --

MR. JONES: Because, see, it says -- the locational criteria is only one tool that we look at.

MR. RUSHING: Right.

MR. JONES: Only one tool. Only one tool.

Now, it says, the proposed zoning is not consistent with the purpose and intent of the zoning district.

So all of those other things, other provisions besides the locational criteria that we have always looked at --

MR. RUSHING: Okay.

MR. JONES: -- and the locational criteria is only one of the area.

Basically, if you'll -- so that can add to -- add to it. But there's some other things, just looking at this -- the rest of the provisions inside Criterion B, it still does not meet it, according to what the staff is looking at, those provisions.

Now, it can meet that. I want to be clear. But there's some other things that we

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have to look at as well, Mr. Reid -- Mr. Rushing. I'm sorry.

THE CHAIRMAN: Okay. So it's your testimony that for that one portion of Criterion B, it meets the locational criteria, but there are other things that it's not meeting for that entire criterion --

MR. JONES: Yes, sir.

THE CHAIRMAN: -- to be considered consistent.

MR. JONES: You have it. You have it, Mr. Chairman.

THE CHAIRMAN: Okay. Thank you.

Any other questions on that one?

Mr. Hammond, did you wish to comment on that?

MR. HAMMOND: Yes, sir. So I'd like to kind of parse the -- their findings compared with what my findings are.

So since we agree on A, we'll go to B. This is their findings. The requested zoning to commercial would allow uses ranging from neighborhood commercial to light industrial. And the intent of MDR zoning is to allow for residential neighborhood development limited to

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single-family and two-family dwellings. So that's just a -- it's just a statement. It's not really argument for or against.

THE CHAIRMAN: Allyson, can you bring up the criteria and let us follow along as he's going through the staff's findings?

MR. HAMMOND: Further down it says -- states, if the request to commercial is approved, this would allow for intense commercial activity, ingress and egress the local road.

Well, I addressed that. Will not happen, if you follow your own code. So there's another problem with their findings on B.

They make a statement here, vacant parcels would not count towards infill, as their uses are subject to their zoning designation.

I looked up the definition of infill in the Land Development Code. And this is what the Land Development Code says. Infill development. The development of new housing or other land uses on vacant or underutilized land in existing developed areas, focusing on the reuse and renovation of obsolete or underutilized buildings and sites.

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I believe it would be infill development all day, based on what the Land Development Code says. So there's -- there's another little hiccup on findings -- their findings on B.

They also state there isn't enough commercial developments in the area to consider the change of the infill, as listed in the criteria, which I'm not going to read what that criteria is, but . . . I don't know. You can stand there and see Dollar General, Waffle House, Greer's, Greer's Liquor Store, Tom Thumb, Hardee's. I don't know. They seem to ignore the commercial development that's there. I mean, it is a DOT signalized intersection. It makes sense.

And then they say, a commercial use would not be similar intensity or density to the surrounding residential parcels. No, it wouldn't.

Contributing to strip commercial development. Now, find me a definition of strip commercial development that's at an intersection of collector and arterial. I'm pretty sure nobody here thinks that's where strip development happens.

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I looked. I can't find it. Strip development -- commercial development is along an arterial collector where there's no intersection, no traffic generators.

So that that's why I would ask you to adopt my findings of B.

Let's go to C, compatible with the surrounding uses. I'm not going to read off the businesses there again.

I'm just -- just -- you just basically got to ignore it. Being -- I'm reading from theirs. Being -- down toward the bottom. Being the surrounding uses are primarily residential, changing the subject property to commercial would not be compatible with the current zoning of MDR. That's why we're rezoning it.

Somewhere in here they mention urban sprawl. Urban sprawl does not happen at arterial and collector intersections.

It's a good code word. So I believe it is compatible. I mean, it's right where you want it.

When you go back to locational criteria, we meet number 2 -- 3. That's infill. So . . . I love these guys. I don't want to sit here and

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argue with them about it. But the bottom line is it's compatible.

This is where you'd want a commercial development to be. If I lived there, I might not like it. At least we got a wetland buffer that's going to block most of the people adjoining this.

It's going to be there forever, a forested wetland. We're not going to get on that local road. That sliver over that that's on the corner of Halcyon and 98, there can't really be anything there because it's going to be too close to the intersection to get a DOT access over there. Can't access Halcyon.

I'd ask that y'all adopt my findings of fact and recommend approval, please. Thank you.

THE CHAIRMAN: Mr. Ingwell.

MR. INGWELL: Mr. Hammond, you mentioned wetlands.

Could staff pull up the wetland overlay? I know he submitted a depiction, but I'd like to see the overlay or the GIS.

MS. LINDSAY: I'd have to get online to go to the GIS. It may take me a few.

MR. INGWELL: That's fine.

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THE CHAIRMAN: If you would, go ahead and research that.

And I have a question for Horace.

MR. JONES: Yes, sir.

THE CHAIRMAN: Horace, it notates in the staff's findings that it does not meet the standard for infill development for a vacant property.

Would you explain why that's so?

MR. JONES: Yes, sir. And -- and I've been working with Tom a good while. No disrespect to him. It's just sometimes we have to disagree graciously.

I disagree with him on that. And in any planning principle, any sound planning principle talks about infill development.

Now, if you look at -- want to be more specific, look at the locational criteria on 3 with the definition of infill. It says, along -- along there's an area where already established -- established -- nonresidential uses are otherwise consistent. And that is the typical planning definition that's been around planning for a long time.

Infill based -- Okay. I've got uses right

here, and I've got a vacant lot. I'm going to bring in a use that's similar or compatible with the rest of the uses. I can infill it. I can put it right there.

That's standard, simple planning language across the Board. And that's what that definition basically -- it says -- it is underutilized, it's vacant, but you've got residential all around it, in front of it, on the side of it.

So what you want, a block, just commercial right there, when you have a house and a big business. That's infill. Again, business, business. Then that would be nonresidential use. That would -- basically that is what infill, what all sound planning and smart growth principles apply to.

THE CHAIRMAN: So it's not necessarily that infill relates to the parcel being vacant. It is you're saying that it has to do with the uses of the property.

MR. JONES: Yes, sir. Yes, sir. Absolutely.

You are infilling that lot with a similar compatible use that's already existing. Next to

or close proximity to it. Yes, sir.

THE CHAIRMAN: Okay. Allyson.

MS. LINDSAY: And this is the map from the county Web site that GIS showed, and the parcel outlined in red. And it doesn't show any wetlands on this particular map.

Now, he may have a wetlands inventory or survey done showing wetlands, but this one doesn't show wetlands.

THE CHAIRMAN: Okay. Mr. Hammond, do you have a wetlands delineation for the property?

MR. HAMMOND: Yes, sir.

When this started, we did try to lay it out as MDR residential subdivision. There's a large wetland complex.

All those parcels -- all the parts that front on Halcyon that run east-west over to -- the easternmost one, that's all wet. That pipe under the road there, that's kind of where a positive discharge would be. I mean, it's a large wetland complex.

THE CHAIRMAN: Okay. All right.

We have quite a few folks from the public that are here to speak.

So Board members, unless you have some

questions, let's hear from the public on their questions and concerns.

MR. JONES: And if I may, Chairman, because there is a large -- and we like to have citizens show up, but there's some people on the outside as well.

So if possible, could we request, Chairman, that we do give a time limit so that if -- when a person speaks, that they can basically go out so somebody else can come in, and -- or however.

You've got speakers on the outside as well that are included in the packet. So I just want to make you aware. However you want to handle that. That's your discretion. But I do want to make you aware of that, so . . .

THE CHAIRMAN: This Board has adopted a three-minute speaker limit when we have large cases like this. So just, again, please be concise. And we will call for folks out there.

I first want to hear if the owner, Anthony Baroco, would like to speak.

Okay. Sir, please come forward. And this is going to be for everybody so I don't say it every time and waste time.

When you come up, be sworn in, then state your name and address for the record, please.

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ANTHONY BAROCO, upon being duly sworn, was examined and testified as follows:

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MR. BAROCO: My name is Anthony Baroco. I'm the owner of the property on Halcyon that we're trying to have rezoned.

And I would like to -- pretty much what Mr. Hammond said I believe to be true. I believe that the conditions have been -- have been met, that it is consistent with the Comprehensive Plan and the district zoning provisions.

As far as C, compatible with surroundings, I mean, you have however many commercial developments, the Tom Thumb, the dollar store, the new Waffle House, and the Greer's food store and liquor store. And that is an arterial area, the intersection is. Highway 98 and Bauer Road is a major corridor.

I did -- I did try to pursue a residential development originally, and -- and was -- it was -- it was not feasible.

Therefore, I have taken -- taken this -- this route. And I believe that -- that we've met the conditions. And I would humbly ask you to consider my request.

And thank you for your time.

THE CHAIRMAN: Thank you, sir.

Sherrie Baroco.

SHERRIE BAROCO, upon being duly sworn, was examined and testified as follows:

MS. BAROCO: Hello. My name is Sherrie Baroco.

And I just wanted to say that I am -- everything that Anthony Baroco said, I just concur with it. And thank you for your consideration.

I know there's a lot of people here, but we did try to do a residential, and it just didn't work out. So just thank you for your consideration.

THE CHAIRMAN: Thank you, ma'am.

VOICE IN THE AUDIENCE: May we ask why?

THE CHAIRMAN: Patsy Kee.

VOICE IN THE AUDIENCE: I'm sorry. May we

ask why the residential didn't work out?

THE CHAIRMAN: When you come up to the microphone for your time to speak, we do record everything, so we have to have everything spoken into the microphone. And our court reporter records verbatim what's going on.

PATSY KEE, upon being duly sworn, was examined and testified as follows:

MS. KEE: Thank you very much.

My name is Patsy Kee, K-e-e.

I presently own 801 Halcyon Circle. I am opposed. Not consistent with the Land Development Code, and also not compatible with surrounding uses.

I grew up in this neighborhood. It means everything. In fact, several of us grew up in this neighborhood. We know each other. And, you know, any thought concerning this, we would really appreciate it. Thank you.

THE CHAIRMAN: Okay. Thank you.

Ramona Taylor.

RAMONA TAYLOR, upon being duly sworn, was examined and testified as follows:

MR. JONES: Good morning, Ms. Taylor.

MS. TAYLOR: Good morning. My name is Ramona Taylor. I live at 8006 Mossy Creek, Pensacola, Florida 32526.

I grew up at 801 Halcyon Circle. Still have family. Still have friends that I consider family living there.

My reasons for opposing this is that they are not consistent with the Land Development Code, and they are not compatible with the surrounding uses.

Yes, there are commercial buildings across the street, but there are no commercial buildings or otherwise on Halcyon. They are across the street closer to Bauer Road.

Therefore, we feel that the traffic, everything else about putting an apartment complex in there would ruin the integrity of our neighborhood.

And we strongly oppose it and hope that you will see our side. Thank you.

THE CHAIRMAN: Thank you, ma'am.

Jeffrey Chambers.

And, Horace, it's going to be Cheryl Chambers right behind him.

MR. JONES: Not here.

Let's move forward.

THE CHAIRMAN: Neither one of them?

MR. JONES: No, sir.

THE CHAIRMAN: Okay. Ernestine Geci. Good morning, ma'am.

ERNESTINE GECI, upon being duly sworn, was examined and testified as follows:

MS. GECI: My name is Ernestine Geci, and I live at 650 Halcyon Circle, and I oppose it.

It's just the perfect neighborhood. It's perfect to live, and I don't want to move.

But I do have a problem with this because I've got -- my driveway is -- the drainage is under my driveway that goes to the bay. So I don't want anything to happen there.

Thank you.

THE CHAIRMAN: Thank you, ma'am.

Wade Geci.

WADE GECI, upon being duly sworn, was examined and testified as follows:

MR. GECI: I'm Wade Geci. I live at 12500 Lillian Highway.

I'm opposed to the current use -- or to the rezoning of -- because it doesn't meet current use.

Thank you.

THE CHAIRMAN: Thank you, sir.

Michelle Warren.

MICHELLE WARREN, upon being duly sworn, was examined and testified as follows:

MS. WARREN: My name is Michelle Warren. Good morning. I live at 800 Halcyon.

And I concur with my neighbors, that this proposed increased density to 25 dwelling units per acre is totally not compatible with the existing surrounding use.

I strenuously am opposed.

THE CHAIRMAN: Thank you, ma'am.

MS. WARREN: Thank you.

Robert Knight.

MR. JONES: They stated that he left.

THE CHAIRMAN: Okay.

Douglas Cecil.

DOUGLAS CECIL, upon being duly sworn, was examined and testified as follows:

MR. CECIL: I agree with -- Oh, I am Doug Cecil at 12201 Halcyon Drive.

And I oppose this movement. Also, I concur with the last speaker.

THE CHAIRMAN: Okay. Thank you, sir.

Sandy Griner.

SANDY GRINER, upon being duly sworn, was examined and testified as follows:

MS. GRINER: Thank you. Good morning.

Thanks for an opportunity for us to come and share our concerns with you this morning.

And I live at -- my name is Sandra Griner. I live at 770 Halcyon Circle.

And I am against changing from MDR to commercial. I think that changing to commercial would cause numerous negative impacts on our community. And I just hope that you guys agree with us.

Thank you very much.

THE CHAIRMAN: Thank you.

Robert Jernigan.

ROBERT JERNIGAN, upon being duly sworn, was examined and testified as follows:

MR. JERNIGAN: Hello. I'm Robert Jernigan. I'm at 770 Halcyon.

And I'm against changing this from MDR to commercial property.

THE CHAIRMAN: Okay. Thank you.

Brenda Presley.

BRENDA PRESLEY, upon being duly sworn, was examined and testified as follows:

MS. PRESLEY: Good morning. My name is Brenda Presley. I live at 760 Halcyon Circle.

I'm opposed and opposed on many levels, some we can't speak about today. But by putting something like this in, it's going to change

everything in our neighborhood.

We have all single-family dwellings there, all single-family homes, not dual. The only townhouses are like four miles away.

I would call this a low-density area that's already been stressed out by having Greer's across the street, as well as Hardee's.

I know we can't speak about the traffic, but what this is going to cause, with all these people coming in, the traffic -- I mean, that's -- but anyway, having all this happen is going to cause more stress to an already stressed community. And that's not to mention all the other things that will come along with this.

I am strongly opposed, and I'm strongly opposed that our natural environment is going to be messed up. The wildlife is going to be messed up. The noise. The whole integrity of our neighborhood.

I am so against this, and I hope that you will see it as well.

I don't know how they passed on one. They should have failed on all five. And as far as the signage is concerned, there might have been

a sign there. I never saw that tall, red sign. I saw a little one, but it kept going down. Now why that happened, I don't know.

But a lot of our neighbors didn't know until just recently. There's so many people that are opposed to this. This is not good use of that land. If it's across Lillian, maybe, but not on our side.

Thank you very much.

THE CHAIRMAN: Thank you.

MS. LINDSAY: I will say, as far as the sign goes, I did go out there twice and put the sign back up. It had fallen over, whether it be the weather or the wind, but, you know, we try to keep it up. I did go back and put it up twice.

THE CHAIRMAN: Thank you.

And as Ms. Presley just did, you know, please try to tell us which criterion.

I think in her case it might have been compatibility with surroundings.

But just try to get that on the record because that is what we consider, one of these criterion. And that's what the Commissioners will be looking at as well, is whether it's

consistent with these criterion, so . . .

Mark Edwards.

MARK EDWARDS, upon being duly sworn, was examined and testified as follows:

MR. EDWARDS: Thank you for hearing us.

THE CHAIRMAN: Just state your name and address for the record.

MR. EDWARDS: Mark Edwards, 630 Halcyon.

Opposed to this significant upzoning. It's not consistent with the purpose and the intent of the Land Development Code. It's not compatible with the surrounding uses.

A few of the things that have been mentioned today that I agree with, but we'll leave that for later on.

Thank you for -- again.

THE CHAIRMAN: Thank you, sir.

Sheila Edwards.

MR. EDWARDS: She had to leave.

THE CHAIRMAN: Okay.

Frank Koskie.

FRANK KOSKIE, upon being duly sworn, was examined and testified as follows:

MR. KOSKIE: Good morning, gentlemen. My name's Frank Koskie. I live at 640 Halcyon Circle.

As with the rest of my neighbors, I strongly concur that it -- putting in apartment complexes in this area is just going to . . . it -- I think it's going to cause a lot more problems, and it's going to ruin the flavor of the neighborhood, if you will, from single families and to massive apartment complexes.

And I don't think this street can handle the influx of kids and people and everything that comes along with it. So along with my neighbors, I think it's a bad idea.

Thank you.

THE CHAIRMAN: Thank you, sir.

Jordan Walls.

JORDAN WALLS, upon being duly sworn, was examined and testified as follows:

MR. WALLS: Good morning. Jordan Walls. I live at 8084 Castle Pointe Way. I live in Crown Pointe.

I am opposed to this building. It doesn't . . . it doesn't . . . it's not consistent with the Land Development Code, and is not compatible with the surrounding uses.

Thank you very much.

THE CHAIRMAN: Thank you, sir.

Harry Huelsbeck. Pronounce that right?

MR. HUELSBECK: Close enough.

HARRY HUELSBECK, upon being duly sworn, was examined and testified as follows:

MR. HUELSBECK: Harry Huelsbeck, 1017 Jamie Drive.

I'm in the adjacent neighborhood of Crown Pointe. That's where I live.

I don't believe this is compatible with the surroundings. There's a stress center commercially already. The higher density will cause more problems.

And I think the support you see from the neighborhoods surrounding is probably something

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to more look at. Excuse me. I've had this mask on.

The numbers they was using for the . . . for the feeder count for the grocery store, I'd like to see some study from the county to support that as well, either through your traffic count studies or anything you could pull to support that and validate it before we move forward.

And thank you for your time. Thank you.

THE CHAIRMAN: Thank you, sir.

Tammy Koskie.

TAMMY KOSKIE, upon being duly sworn, was examined and testified as follows:

MS. KOSKIE: Hi. I'm Tammy Koskie. I'm at 640 Halcyon, and I'm against this.

THE CHAIRMAN: Thank you.

MS. KOSKIE: Thank you.

THE CHAIRMAN: Thomas Warren.

THOMAS WARREN, upon being duly sworn, was examined and testified as follows:

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MR. WARREN: Good morning. My name is Thomas Warren. I live at 800 Halcyon Circle.

And like all of my neighbors that are well represented today, I'm opposed to the idea, due to the incompatibility with the surrounding uses. And it's not consistent with the Land Development Code, and many other areas that we can take up at a later date.

Thank you for your time.

THE CHAIRMAN: Thank you, sir.

Brian Barr.

BRIAN BARR, upon being duly sworn, was examined and testified as follows:

MR. BARR: Hi. My name is Brian Barr, 762 Halcyon Circle.

I just want to say that I'm opposed.

I'd also like to mention -- I think I heard that the -- it was mentioned several times that there's a traffic light at that intersection. It is at Bauer at Lillian, but not with Halcyon.

Thank you very much.

THE CHAIRMAN: All right. Thank you.

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All right. This looks like Barbara Albrecht.

Come forward.

BARBARA ALBRECHT, upon being duly sworn, was examined and testified as follows:

MS. ALBRECHT: Gentlemen, thank you for taking a moment for me.

THE CHAIRMAN: State your name and address, please, for the record.

MS. ALBRECHT: Barbara Albrecht, 1528 East Brainerd Street.

THE CHAIRMAN: Thank you.

MS. ALBRECHT: So, I'd like to speak do the fact that this is not compatible with the surroundings.

They are going from a rural, natural area to a high-density urban development.

I'd like to point out that despite the fact that we shouldn't talk about traffic, sewer or drainage, these are things that I work with, water quality.

So to foster effective environmental decision-making and analysis, much like what Mr.

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Horace Jones does with staff -- thank you -- we need to promote sustainability through stewardship and proper development. So landscape-scale, community-based conservation.

In this particular case, you do have a lot of wetlands. I'm surprised that your county overlay doesn't reflect that. That is a definite negative there.

Quality of life. Everyone around this community will be impacted. This county prior to your being established on this Board does not have a very good track record in development.

And I point to the Sector Plan that took six years of citizen input, $1 million of taxpayer . . . to develop a plan that could not be maintained. So community distrust is very high.

Not saying anything towards this Board, but saying to the staff and this Board that we need to bolster and support each other so that we have compatible use as we become more crowded.

Water quality. Perdido Bay is impaired. Adding this type of feature into a riparian zone that drains directly into that bay will add and

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compound the problem.
Thank you.
THE CHAIRMAN: Thank you, ma'am.
David Cook.
(No response.)
THE CHAIRMAN: David Cook.
(No response.)
THE CHAIRMAN: Is there anybody still out in the lobby out there?
VOICE IN THE AUDIENCE: I chose not to speak. It was checked there.
THE CHAIRMAN: Okay. Okay. Mr. Cook, if you do not speak, you will not have the opportunity to speak at the Board of County Commissioners' meeting. So I just want to clarify that you're aware of that.
VOICE IN THE AUDIENCE: Yes.
THE CHAIRMAN: Okay.
Nancy Barr.

- - -

NANCY BARR, upon being duly sworn, was examined and testified as follows:

- - -

MS. BARR: Good morning. I'm Nancy Barr. I've lived at 762 Halcyon Circle for 18 years.

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I've lived in Pensacola for close to 25.
I am interested on how this county runs -- runs things.
I'm from California, and it feels sloppy. I just have to state that, but I'm sorry.
I want to say that I oppose the rezoning request to commercial, primarily due to the compatibility.
If someone could pull up that map, aerial map. Yeah. Thank you.
All . . . all of the surrounding houses, single-family houses on both sides -- on the upper part of the bay, and then the other side of Lillian Highway -- they're single-family homes.
Lillian -- I feel as if Lillian Highway is not being mentioned in the rebuttal for increasing . . . increasing the zoning.
It infringes so much on Halcyon Circle, which is residential. It's -- I -- I feel as if the description of the property being used changes addresses from Lillian Highway to Halcyon Circle, dependent on what the benefit is.
But I will like to say that I agree with

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the findings of the county. I agree with the staff.
And I thank you for your due diligence and for standing up for the citizens of my neighborhood. I appreciate that.
Thank you very much.
THE CHAIRMAN: Thank you, ma'am.
Charles Hamilton.

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CHARLES HAMILTON, upon being duly sworn, was examined and testified as follows:

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MR. HAMILTON: My name is Charles Hamilton. I live at 1932 Crown Pointe in the Crown Pointe Preserve.
First, as a past city planner in Gulf Shores, Alabama many years ago, I want to compliment the staff. I fully concur with all their comments.
And I stand opposed to this development. The traffic on Highway 98, Lillian, is bad now. You can hardly get out. This -- if -- any serious, intense commercial multidevelopment in there is going to put a lot of traffic out there and is going to make it almost impossible to get

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out on that road anyway.
The residents have spoken to something I was going to say in summary. It's the close proximity to all those residents on Halcyon Circle makes that, to me, an incompatible development, which I think the staff has already stated.
The wetlands are another consideration that needs to be looked at. I think Mr. Baroco spoke about the fact that it was unfeasible to do anything other than residential, but he's got 10 units per acre in there.
And I don't understand personally how 10 units per acre would not be commercially viable -- or would be viable from the standpoint of -- of finance.
The light industrial that -- the com zone, c-o-m zone would bring would obviously not be compatible with any of that area around there.
And I want to speak to the com zone, the commercial zoning across the street, the Greer's, the Waffle House, and the Hardee's. Those, actually in many ways, complement the neighborhood. They're very small. That zoning area is -- that zoning district is small there.

And that works -- in my view, that works for the surrounding community.

You've got a grocery store there. You've got a fast food store. I use it all the time. And you've got a Waffle House. I use that as well. So to me, that's compatible.

And that's all I've got. Again, I'm opposed to this development.

THE CHAIRMAN: Thank you, sir.

Mary Strawbridge.

MARY STRAWBRIDGE, upon being duly sworn, was examined and testified as follows:

MS. STRAWBRIDGE: Mary Strawbridge, 2009 Crown Pointe Boulevard.

I would like to know how the traffic count is done because that's a major thoroughfare between Alabama and those residents getting to the Navy base, to Pensacola.

The traffic is undeniably terrible. And they're not all going to that commercial area. So they're bypassing the commercial area to get to further areas east of that area.

The other thing is, is I would like to

know why a residential area was not feasible. If it has to do with money or it has to do with some kind of profit, then this 250-unit is unseeming for the rest of us.

I agree wholeheartedly with Mr. Horace Jones and his staff and all the reasons they brought up.

And I concur completely with Charles Hamilton.

Thank you very much.

And earlier, I'm sorry if I stood up. I couldn't hear what you were saying. I thought you were asking if there's any questions.

THE CHAIRMAN: Okay.

MS. STRAWBRIDGE: Thank you.

THE CHAIRMAN: Thank you, ma'am.

MR. JONES: Thank you.

THE CHAIRMAN: Deborah Tatum.

(No response.)

THE CHAIRMAN: Ms. Deborah Tatum.

(No response.)

THE CHAIRMAN: Is there anybody left out there, Horace?

MR. JONES: No, sir.

THE CHAIRMAN: They're all in here now?

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay.

Thomas Hatch.

THOMAS HATCH, upon being duly sworn, was examined and testified as follows:

MR. HATCH: Thomas Hatch, 1965 Crown Pointe Boulevard.

And I'm opposed to the rezoning. And I'd like to address Criterion C, as most people have already.

Could you put up the last . . . the last -- the plot, the plat of the property?

MR. JONES: The area map?

MR. HATCH: No. The one that actually is -- it's number 79 on the -- on the agenda. It's the one that shows the wetlands, and . . .

THE CHAIRMAN: Number 79.

MR. HATCH: 79.

THE CHAIRMAN: 79?

MR. HATCH: Yes.

UNIDENTIFIED VOICE: It's the client survey.

MR. HATCH: It's the very last one.

THE CHAIRMAN: 79.

MR. HATCH: No. It's the last one. That's it. You got it.

Now you have to get it so that we can see it. That's good enough. Thank you.

Yes. I want to address Mr. Hammond's saying that there's a nice buffer on the west part of this property that they're interested in.

And I'm sure it's practically impossible for anybody to see, but the busy work at the north end of that plat is wetlands.

It's an all-season creek with water in it. And it goes from the top part, under Halcyon Road, across three other properties that are residential.

I don't believe that is a buffer, a correct buffer. That whole other area that we're talking about in the 9.9 acres is basically a catchment for water. It gets absorbed.

Anything that increases large amounts of houses or parking lots, that water is going to go into that creek. And it's going to endanger those houses that abut them. Also the ones

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across the street in Halcyon and the ones further on by Perdido Bay.

Thank you.

THE CHAIRMAN: Thank you, sir.

Jennifer Rathbun.

JENNIFER RATHBUN, upon being duly sworn, was examined and testified as follows:

MS. RATHBUN: My name is Jennifer Rathbun. I live at 12075 Lillian Highway.

I am against this proposed change. And many of the things that everybody has already said is -- is -- is good.

Thank you.

THE CHAIRMAN: Okay. Thank you.

E.G. Presley.

E.G. PRESLEY, upon being duly sworn, was examined and testified as follows:

MR. E.G. PRESLEY: I'm Gary Presley. And I live at 12190 Halcyon Drive.

And I stand opposed. And I concur with my neighbors.

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THE CHAIRMAN: Okay.

MR. E.G. PRESLEY: Thank you.

THE CHAIRMAN: Thank you, sir.

Edward Lance Presley.

EDWARD LANCE PRESLEY, upon being duly sworn, was examined and testified as follows:

MR. EDWARD LANCE PRESLEY: My name is Edward Lance Presley. I live at 9906 Klondike Road, but I grew up on Halcyon Drive, and I currently am a property owner out there.

As a kid, I used to go back there. And there's springs and wetlands back there. And we used to catch all kinds of diverse wildlife; you know, crawfish, strange-looking turtles, and all kinds of stuff.

And so I just -- I wanted to say that all that is -- it's all wetlands. And, you know, I feel like it needs to be preserved.

And I agree with . . . I'm in agreement with everybody else here. Just against this. Thank you.

THE CHAIRMAN: Thank you, sir.

Donna Wood.

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Don't want to speak? Okay.

Shane Wood also? Decide to speak. Okay.

MS. LINDSAY: Mr. Chairman, while he's on the way up, we do have the staff from the traffic, if you had any questions.

THE CHAIRMAN: Okay. We will get that report after we go through public comment. We're probably going to take a few-minute break after public comment, and then go into finalizing everything.

All right. Mr. Shane Wood.

SHANE WOOD, upon being duly sworn, was examined and testified as follows:

MR. WOOD: Shane Wood. Live at 896 Sterling Way.

And I'm opposed to rezoning. Agreeing with the findings of the staff that it is not consistent with current usage.

I agree the idea of infill is not -- it's not filling light with light. You're putting in something that's totally different and not compatible with the surrounding environment.

Thank you for your time.

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THE CHAIRMAN: Thank you.

Richard Hawkins.

RICHARD HAWKINS, upon being duly sworn, was examined and testified as follows:

MR. HAWKINS: Richard Hawkins, 950 Joaquin Road.

I had a big, long list, but I -- I threw it out the window.

Couple simple questions. Number one, in this complex, is there going to be just one single entrance or entrance and an egress? I believe that in certain areas you have to have an entrance and an egress with it.

And second question is: Why did the residents -- or why did the residential proposal not go? Why was that not feasible?

You know, these are -- these are some things we'd like to see from him, because if there are two egresses required, then that would put one of the egresses back on Halcyon Boulevard.

THE CHAIRMAN: Okay. Thank you, sir.

And just to remind everybody, we don't

receive a site plan or anything like that when we go through rezoning. That's why we stick to just these five criteria because we don't review the site or any of the accesses. That happens at a DRC process, which is also a public meeting.

Mr. Hammond can choose to respond or not. It's up to him in making his case, but he heard the question here.

Norma Hawkins.

VOICE IN THE AUDIENCE: She's not going to speak.

THE CHAIRMAN: Not speaking. Okay.

Paul Hawkins.

PAUL HAWKINS, upon being duly sworn, was examined and testified as follows:

MR. HAWKINS: Paul Hawkins, 931 Joaquin Way.

And I oppose, on the grounds of meeting criteria.

THE CHAIRMAN: Thank you, sir.

Ellen Rostin.

VOICE IN THE AUDIENCE: I do not wish to

speak today.

THE CHAIRMAN: Okay. I just want to give you the opportunity because if you don't speak here, you can't speak at the Commission chambers.

VOICE IN THE AUDIENCE: All right. Okay. I'll speak, then.

THE CHAIRMAN: Okay. That's why we give you the opportunity, even if you checked the little box.

VOICE IN THE AUDIENCE: Okay.

ELLEN ROSTIN, upon being duly sworn, was examined and testified as follows:

MS. ROSTIN: Hi. I'm Ellen Rostin. I live at 1952 Crown Pointe Boulevard.

And I'm very much opposed to this. This is a nice, residential community. We do not need an apartment building.

Thank you.

THE CHAIRMAN: Thank you.

John Robert.

(No response.)

THE CHAIRMAN: Second call. John Robert.

Okay.

Thomas Haines.

THOMAS HAINES, upon being duly sworn, was examined and testified as follows:

MR. HAINES: Good morning. Thanks for taking the time to allow us to speak.

My name is Thomas Haines. And I live at 730 Halcyon Circle, which is pretty much right across the street from the northern end of this.

And I am opposed to the significant upzoning of this property from MDR. It is not consistent with the purpose and intent of the Land Development Code, and it's not compatible with the surrounding uses.

And I appreciate your time. Thank you.

THE CHAIRMAN: Thank you.

Emily Smith.

EMILY SMITH, upon being duly sworn, was examined and testified as follows:

MS. SMITH: Good morning.

THE CHAIRMAN: Good morning.

MS. SMITH: My name is Emily Smith. I am a mother of five children, ages 5 to 10, 10, 11 and 18. Three of my children are on the autism spectrum.

When my family and I were looking for a place to build our home, we chose Halcyon Circle because we valued the close-knit community and the quietness of the street.

After speaking with some residents, we knew the people of Halcyon Circle would welcome us and provide us with support and a safe place to live. This has proven to be true.

Raising three children with special needs is a privilege and a gift my husband and I have been given. But I am sure you can understand and agree with me that it comes with many challenges.

Our family very much needs a community that gives us a quiet refuge and a place to raise our kids safely.

We have enjoyed these benefits, including my children being able to play and safely ride their bicycles up and down our street without fear of high traffic volume putting them at risk.

Because of this, my family strongly opposes the proposal to rezone the 10 acres attached to our street to commercial property, with the possibility of building an apartment complex or commercial businesses.

Not only does it go against the character of our neighborhood, but it would also create a great safety risk for my children.

The amount of traffic this would bring to our street would decrease the ability for my children to play safely. It would also remove the quiet refuge we so desperately need for our family.

Changing the zoning for the property in question would make it possible for a 25 dwelling -- for 25 dwelling units per acre or 250 units for the 10 acres in question to be built on this property. This may not be the intent of the owners, but it does make it possible.

This is not compatible at all with its surroundings. We are an area -- we are an area dominated by single-family homes.

The possibility to flood our neighborhood with hundreds of people in a concentrated area

does not prove compatible with the character of our neighborhoods.

In addition, our zoned schools, Blue Angel Elementary and Jim Bailey Middle are already at capacity, and this will place more burden, higher class sizes and crowding in an already full school district.

I also would like to respectfully disagree with Mr. Hammond's statement that this area is already set up to expand commercially.

When you drive through our area, it is clearly residential, with a small commercial area concentrated to the west around the intersection of Bauer and Highway 98.

To expand that commercial usage eastward, backing up to and across from the residential neighborhoods would significantly change the character of our area.

The current infrastructure of our neighborhood simply cannot bear the addition of higher concentration of commercial properties.

And I ask you to uphold the character of my neighborhood and protect the safety of my children by voting against this rezoning proposal.

Thank you.

THE CHAIRMAN: Thank you, ma'am.

Michelle Anne Quigley.

(No response.)

THE CHAIRMAN: Second call on Michelle Anne Quigley.

(No response.)

MR. PYLE: Are they aware of it outside?

THE CHAIRMAN: I don't know if these speakers go out there or not.

Okay. Angela Windham.

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ANGELA WINDHAM, upon being duly sworn, was examined and testified as follows:

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MS. WINDHAM: My name is Angela Windham. I live at 8076 Castle Pointe Way.

My husband lives and works in Iraq. He's been there 10 years.

I grew up in this area, within a one-mile radius. I bought my house in Crown Pointe to feel safe. My parents live across the street. Most of my family members live around here.

And living in that neighborhood is my

safety net because my husband's overseas.

And so I agree with everything that everybody has said about having this apartment complex or anything come into our neighborhood and put my risk -- my life at risk, as it already is safe right now. I live in a safe neighborhood with no problems. And I want to keep it that way.

Thank you.

THE CHAIRMAN: Thank you.

And I have a note here from Barbara Lynn that she did not wish to speak. However, knowing that you can't speak at the County Commission unless you speak here, I will give her an opportunity.

Barbara Lynn.

(No response.)

MR. JONES: I think she left.

THE CHAIRMAN: She left?

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. I just want to make sure we give everybody a chance.

Katelyn Mines.

KATELYN MINES, upon being duly sworn, was examined and testified as follows:

MS. MINES: Good morning.

My name is Katelyn Mines. I live at 898 Miramar Drive. I just recently bought that house a few months ago.

Just want to address two little things that have already kind of been spoken on. When they were talking about the commercial area, which is like Greer's and other places already established, I don't know if they're taking into consideration that, yes, they have access to Lillian Highway.

But also, all of those establishments, such as Tom Thumb, Dollar General, and Greer's, and everybody over there has access to Bauer Road also, which is not a residential road, which I think that probably helps with the traffic issues.

Also, as a previous person has also mentioned, the school district in our area is already very much overpopulated.

And I'm a fourth grade teacher. And I can

tell you right now, when you do have those smaller class sizes, it's just so much better.

And I feel like having so many families, it might be a good thing. But at the same time, it's just going to put so much more pressure not only on traffic but on teachers up the road by having to have these larger classes. And I'm just against it.

Thank you.

THE CHAIRMAN: Thank you.

Thank you for serving as a teacher. That's an important job.

Thomas Hix.

THOMAS HIX, upon being duly sworn, was examined and testified as follows:

MR. HIX: Good morning. My name is Thomas Hix. I reside at 898 Miramar Drive.

I oppose this case, due to the fact that it is not compatible with the surrounding area.

I haven't been here very long, but I've seen that the entire area is just single-dwelling housing.

And I grew up in an area with just

apartment complexes all over the place. And the population it attracts, the people you see, just the overall quality of the area around it just degrades rapidly. And that's not something I want to see for a beautiful neighborhood like Halcyon or Crown Pointe.

And being that I'm going to be transferring to a new command here in October, the traffic is already a worry I have to worry about for my girlfriend and our dog.

I've almost been hit by the traffic, as well as my dog. And that's one concern. And I've seen the people that you get in apartment complexes, especially that dense.

And I am not -- it's not comforting knowing that I'm going to be leaving my dog and my girlfriend here with potentially that population.

So, again, I oppose this, that it is not compatible with the type of population we already have there. And it's a traffic and safety concern as well.

Thank you for your time.

THE CHAIRMAN: Thank you, sir.

Alexis . . . Raine?

VOICE IN THE AUDIENCE: Mines.

THE CHAIRMAN: I'm sorry. I couldn't tell if that was an "R" or what it is, but thank you.

VOICE IN THE AUDIENCE: I'm a sloppy writer.

ALEXIS MINES, upon being duly sworn, was examined and testified as follows:

MS. MINES: My name is Alexis Mines. I live at 1051 Spanish Moss Drive.

I've been here since second grade. I went to Myrtle Grove, Escambia High, Little Flower. This is my home and my area.

And I understand that people own the property and want to develop the property. It's a business. And they're going to make money, but -- and there's nothing wrong with that.

But there are ways to do it without changing the compatibility with the neighborhood because this is not compatible with the surrounding areas.

The businesses across the way all can exit onto Bauer Road, which is totally different than possibly putting them onto Halcyon.

And as you can see, a lot of people here feel very strongly about this. And we're the people who are going to be living with the overcrowded schools, the traffic.

And there's a lot of people turning out. And we do feel very strongly. And I think Mr. Jones has made some very good points about that it's just not compatible.

Thank you.

THE CHAIRMAN: Thank you.

Elliot Bawden.

ELLIOT BAWDEN, upon being duly sworn, was examined and testified as follows:

MR. BAWDEN: Elliot Bawden. I live at 876 Miramar Drive.

I oppose this plan. It basically doesn't conform with the Land Development Code and does not conform to the surrounding area.

You're bringing in a large apartment complex, which means more people will be coming in, obviously. They're going to have multiple visitors there in the house. We don't know who these people are, which will . . . and then

also, with apartment complexes, they usually degrade over time.

People don't have an investment in an apartment. They have an investment in a home or land, but they don't have an investment in an apartment. They're just in and out within a year or two.

So that would degrade -- that degradation of the community around the -- around the complex is going to increase crime. It's going to increase homicides, robberies, aggravated assaults, and other heinous acts.

And then people are going to defend themselves against these people, so more things are going to occur because of these -- or worse things are going to occur because of an apartment complex coming in. So that's -- that's a few of the reasons why I oppose this plan.

And then when you look at the area, it's all residential. It's all single-family homes.

When we look at commercial -- when we look at the commercial side, yeah, Greer's and all that is further down the road. It's not -- it's close but it's not so close that we're . . . I

don't know how to say it, but it's close to us but at the same time, it's not close enough to distort the image of the neighborhood or the surrounding area. So that's why I oppose the plan.

THE CHAIRMAN: Thank you, sir.

Veronica Bawden.

VERONICA BAWDEN, upon being duly sworn, was examined and testified as follows:

MS. BAWDEN: Hello. My name is Veronica Bawden. I live on 876 Miramar Drive in Crown Pointe.

I am opposed. This is not consistent with the development code and not compatible with surrounding uses.

Thank you.

THE CHAIRMAN: Thank you.

Kim Birthright.

KIMBERLY BIRTHRIGHT, upon being duly sworn, was examined and testified as follows:

MS. BIRTHRIGHT: Hi. Good morning.

THE CHAIRMAN: Good morning.

MS. BIRTHRIGHT: My name is Kimberly Birthright. I live at 751 Halcyon Circle.

MR. JONES: Let me help you with the microphone.

MS. BIRTHRIGHT: Thank you.

Sorry. I'm a bit nervous. I don't speak in front of people.

Like I said, I live at 751 Halcyon, which this monstrous build surrounds my home where I have two children that play so nicely outside right now with no worries.

I strongly oppose this for so many reasons that we won't go into today. We'll do that later. It is not consistent with the Land Development Code. It is not compatible with the surrounding area.

I understand and recognize that they bought the land and they want to put something there. I'm okay with putting something there, but not five-story-high apartments, which may possibly -- may or may not happen.

Is it possible that it could be put there? I'm looking at what could -- what could come into my back yard.

Thank you.
THE CHAIRMAN: Thank you so much.
Lupe Birthright.

LUPE BIRTHRIGHT, upon being duly sworn, was examined and testified as follows:

MR. BIRTHRIGHT: Good morning, almost afternoon.
My name is Lupe Birthright. I live at 751 Halcyon Circle in the home I have been or a family member of mine has been in since I was eight years old. I'll be 50 this year. I grew up in that neighborhood.
I strongly oppose the rezoning of this. It does not -- it is not compatible with the current surrounding uses.
The gentleman here -- I'm sorry. I'm bad with names, but the gentleman mentioned the commercial area, and the Greer's traffic, and the Hardee's traffic, and the Waffle House traffic.
In my opinion, that is not additional traffic to Highway 98. That is traffic -- those are stopping points for local -- our local

community. That is a stopping point for the beachgoers going to Perdido Key. That is not additional traffic. Those -- those places don't bring in people.
This is going to potentially bring in 250 more families.
And I do have a question about the trips.
MR. JONES: Mm-hmm.
MR. BIRTHRIGHT: Is it under 600? Above 600? What was that? I was trying to keep up with that. What was . . .
UNIDENTIFIED VOICE: Over 600.
MR. BIRTHRIGHT: Over 600?
UNIDENTIFIED VOICE: Are you talking about meeting the criteria?
MR. BIRTHRIGHT: Clearly. So it has to be under or over?
THE COURT REPORTER: I can't really hear you, ma'am.
UNIDENTIFIED VOICE: It has to be under 600.
MR. JONES: Talking about this.
MR. BIRTHRIGHT: The criteria is to try to be under 600?
THE CHAIRMAN: Okay. Hold on just a

moment, sir.
MR. BIRTHRIGHT: Okay.
THE CHAIRMAN: First of all, was this staff member sworn in at the beginning of the meeting?
MR. JONES: No, she was not.
THE CHAIRMAN: Okay. We'll go ahead and have you sworn in, since you're giving testimony.

TERRI MALONE, upon being duly sworn, was examined and testified as follows:

MS. MALONE: My name is Terri Malone.
THE CHAIRMAN: And your position, Terri, with the county?
MS. MALONE: I am the transportation planner.
THE CHAIRMAN: Okay. All right. Thank you.
Now, sir, go ahead.
MR. BIRTHRIGHT: So it should be under 600?
MS. MALONE: The locational criteria is, if it's under -- it needs to be under 600 for it

to remain and meets locational criteria. It's over 600 [sic].
MR. BIRTHRIGHT: Okay. So it's leaving the complex one trip and coming back one trip?
MS. MALONE: Yes.
MR. BIRTHRIGHT: Okay. So my easy math, 250 places. Everybody's got to go to work. Everybody's got to go to school. That's 500 every day right there. They only have 100 more trips for the day. That's it. That's my easy math, sir, my easy math.
THE CHAIRMAN: Sir, in order to qualify for the criteria, if it exceeds the 600 number, then it qualifies as a traffic generator. Is that what we call it?
MR. JONES: Yes. Yes, sir. Yes, sir. It will meet -- if it meets -- according -- it says proximity to a traffic generator. That will be designated basically as a traffic generator.
Again, meeting that is only one portion of the requirement --
MR. BIRTHRIGHT: Okay. One portion.
MR. JONES: -- for the --
MR. BIRTHRIGHT: Okay.
MR. JONES: Only one portion.

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MR. BIRTHRIGHT: I was -- it's a -- we're looking for that to be under 600 as a neighborhood, correct?

MS. MALONE: You're talking about supermarket?

MR. BIRTHRIGHT: I mean, for this rezoning, it . . .

THE CHAIRMAN: If he wants to use that as meeting the criteria, it would have to be exceeding the 600.

MR. BIRTHRIGHT: 600. Okay.

THE CHAIRMAN: But I think you may be confused. This is not --

MR. BIRTHRIGHT: I . . .

THE CHAIRMAN: -- the capacity of the roadway.

MR. BIRTHRIGHT: Okay. I understand.

THE CHAIRMAN: That's not what we're talking about.

That comes during the DRC process. They'll look at roadway --

MR. BIRTHRIGHT: Okay.

THE CHAIRMAN: -- capacity, number of trips. This is a technical term that's in that provision that allows businesses to be

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located --

MR. BIRTHRIGHT: Okay.

THE CHAIRMAN: -- that's why we call it a locational criteria -- near these key elements. And because there's a traffic generator there that is already creating traffic more than 600 trips per day, the gentleman is presenting that he meets the locational criteria because there's already traffic --

MR. BIRTHRIGHT: Right.

THE CHAIRMAN: -- being generated from the --

MR. BIRTHRIGHT: Okay. I just -- I wasn't clear on that.

THE CHAIRMAN: Right.

MR. BIRTHRIGHT: So I just wanted to know as a -- because I know he -- they mentioned Greer's and being additional traffic.

My opinion is, they aren't. It's -- because it's the local community, that doesn't generate additional traffic.

THE CHAIRMAN: Right.

And that's the capacity.

MR. BIRTHRIGHT: Yeah.

THE CHAIRMAN: And, Horace, that's handled

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through the DRC process; is that right?

MR. JONES: You are correct.

THE CHAIRMAN: Okay.

MR. BIRTHRIGHT: Okay. So -- and then also, as my wife just said, this is going to sit in my back yard. I'm going to be staring at this possible complex every single day. Going to have to do whatever I need to do to maintain our privacy.

And I also have a concern about the gentleman in the green polo mentioned the wetlands.

I already have flooding issues in my back yard because that stream runs right through my back yard, and we already have flooding issues.

So if they started dropping pavement all over the place and creating that, it's just going to increase the issue we already have in our backyard today, so . . .

THE CHAIRMAN: Okay.

MR. BIRTHRIGHT: Yes.

THE CHAIRMAN: Thank you, sir.

And just to address that, in case any of you are thinking about addressing stormwater, again, that is a different process. And they do

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address stormwater as part of the development review process.

And a project must control their own water on their own property. That's part of the standard, so . . .

MR. JONES: Absolutely.

THE CHAIRMAN: . . . you know, that's -- that's not here. Again, we can only look at these five criteria, so . . .

All right. Robert Johnson.

- - -

ROBERT JOHNSON, upon being duly sworn, was examined and testified as follows:

- - -

MR. JOHNSON: Robert Johnson, 805 Miramar Drive, the owner there of the property.

I just want to go on the record I agree with your staff with B, C, D and E being inconsistent.

I disagree with your staff on A being consistent. If it is consistent with the Comprehensive Plan, I don't believe it's much of a plan.

I guess I would ask a question. There's been a lot of talk here about the 250-unit

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apartment complex. On the mygovernment.com, I was able to look at the previous proposal, which was a 35- or 38-unit single-family homes that were going in there.

And in terms of this, I can't see any proposal. Is this strictly a zoning issue? So there's no current proposal on the table? Is that --

THE CHAIRMAN: When it comes for zoning, we do not consider any specific use.

MR. JOHNSON: Proposal?

THE CHAIRMAN: Because if it gets approved, anything that can go in that zoning district is approved.

So, I mean, they could come in here and say, I want to do X. If zoning gets approved, once it's approved, anything can go in there.

MR. JOHNSON: Right.

THE CHAIRMAN: So it could change. So that's why we don't --

MR. JOHNSON: Yeah. So --

THE CHAIRMAN: -- move with the actual --

MR. JOHNSON: Yeah. So I guess at this point, there's a lot of -- there's speculation. There's a lot of talk of this 250-unit complex.

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So I guess the fear is, if it becomes zoned commercial, there is potential that it could go to a 25-density unit per acre, therefore getting up to a 250-unit complex. Is that a true statement, that . . .

THE CHAIRMAN: Well, it would change the zoning to that number of units.

Now, can you feasibly get that on the ground, with all the other requirements that it takes . . .

MR. JOHNSON: Right.

THE CHAIRMAN: . . . to develop the property?

We'd have to see a full site plan and everything --

MR. JOHNSON: Right.

THE CHAIRMAN: -- like that, which we don't review, but --

MR. JOHNSON: Which -- which -- let's say it potentially couldn't get up to 250, but it could if it was supported by the infrastructure that was there or if you get to 180 or whatever the infrastructure is, but you could go maximum density if it went to commercial.

THE CHAIRMAN: This would be the allowable

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density --

MR. JOHNSON: Right.

THE CHAIRMAN: -- yes.

MR. JONES: Yes.

MR. JOHNSON: Okay. I guess it appears Mr. Hammond made some headway with B in the -- let me get my computer back up just so I can read it -- made some headway with the approximated traffic generator.

The LDC 3.2-1 location criteria. They were trying to meet one of the criteria. And he made it with the proximity to traffic generator.

My argument or my comment on that would be, that may be true. And I think I may agree with that. Without hearing the testimony, I may agree that there's a traffic generator beside that.

However, the very first sentence of that criteria says, "All new nonresidential uses."

So, therefore, I guess I would argue if he's going to use that to try to get this zoning changed, that that would not enable him to put in any type of residential.

So he would not be able to put in a housing complex or apartment complex in there.

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Is that a correct statement?

THE CHAIRMAN: Horace, I'd like you to respond to that technical . . .

MR. JONES: No, sir.

MR. JOHNSON: No?

MR. JONES: No, sir.

MR. JOHNSON: So the definition of residential is wrong, in my mind.

MR. JONES: Well, apartments -- in our code, apartments are considered residential. If you've got the right zoning and the right future land-use category. So if it is --

MR. JOHNSON: So you're saying apartment complex is residential.

MR. JONES: Yes, sir.

MR. JOHNSON: Okay. So what I'm saying is, the first sentence here in the LDC 3.2-1, location criteria, "All new nonresidential uses proposed within the commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following."

So we're agreeing that he's satisfied one of the following.

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I'm just merely saying that the very first part of that sentence says, "All new nonresidential."

MR. PYLE: That aren't part of --

MR. JONES: Let me -- let me -- let me provide some clarification on that.

If -- if this was a residential project, by right he would not need to meet the locational criteria because residential uses --

MR. JOHNSON: Okay. I see --

MR. JONES: Yes, sir. That's the --

MR. JOHNSON: I see -- I see what you're saying.

MR. JONES: Yes.

MR. JOHNSON: Okay. I see what you're saying. Okay.

I guess that being said . . . I apologize. You know, most of the -- the residents here are definitely concerned about this.

And I'm sure Mr. Hammond knew that he had to prove A through E. The residents only had to find out that we had to fight A through E this morning, so we're kind of doing that on the fly.

I would also like to mention that I do have some concerns about the notification

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process. And I'm not saying it necessarily wasn't followed, but I think it needs to be improved.

I agree that it needs to be on multiple streets. It seems like I did see a picture that the sign was up. However, how long that sign stood standing and how it was knocked down, we have no idea. But the notification process was lacking.

Once the community was notified, you can see that they definitely tried to mobilize to get people out here today.

So once again, opposed to the rezoning. Thank you.

THE CHAIRMAN: Thank you, sir.

Any comments?

(No response.)

THE CHAIRMAN: I thought we were going to be able to get through all of the public comment before we took another break here, but I just -- out of respect to the Board members and our court reporter, we're going to have to take a little short break.

Now, we're to going to only take five minutes, so please come back to your seats. In

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five minutes we're going to get started again.

(Brief recess.)

THE CHAIRMAN: Call back to order for the quasi-judicial hearing for July 6, 2020. And all of our members are back, so we have a quorum.

Our next public speaker is Jennifer Lee Johnson.

- - -

JENNIFER LEE JOHNSON, upon being duly sworn, was examined and testified as follows:

- - -

MS. JOHNSON: Good morning. My name is Jennifer Johnson. I live at 805 Miramar Drive. I do oppose this rezoning.

I agree with everybody that's already spoken, and I'm also going to speak about the Section C, compatibility with the existing environment.

I feel like it is not compatible. All of the aforementioned and existing commercial properties are across the street in a very localized area, not within a neighborhood surrounding it directly.

So if they put that commercial area right

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in an existing neighborhood, it's going to change the entire environment of the area.

Thank you.

THE CHAIRMAN: Thank you.

This next form says "Rex Jenson for Lisa Palmieri."

Sir, you can only speak on behalf of yourself. You can't speak for someone else. We'll be happy to hear from you, but you can't speak for someone who's not here, so . . .

MR. JENSON: Just for the record -- for the record --

THE COURT REPORTER: Would you like to be sworn first, sir?

MR. JENSON: Absolutely.

- - -

REX JENSON, upon being duly sworn, was examined and testified as follows:

- - -

MR. JENSON: I appreciate that. That was indicated because if there was any reference to the property, I don't show as the owner of that property. However, it's my residence. Lisa is my wife.

THE CHAIRMAN: Okay. That's fine.

MR. JENSON: But I just want to -- that was the clarity.

THE CHAIRMAN: Okay. That's fine. So you're speaking on behalf of yourself?

MR. JENSON: On behalf of me, but believe me, she agrees with what I'm saying.

THE CHAIRMAN: Yes, sir. All right. Okay, sir.

MR. JENSON: I think. She's out working.

I do appreciate the opportunity --

THE CHAIRMAN: Name and address.

MR. JENSON: Sir?

THE CHAIRMAN: Name and address.

MR. JENSON: Oh, I beg your pardon.

My name is Rex, R-e-x. Last name Jenson, J-e-n-s-o-n. And my address is 10860 Silver Creek.

THE CHAIRMAN: Go ahead, sir.

MR. JENSON: I'm going to -- I'm going to agree with the findings that's been made so far. I've heard all the people talking about Greer's, and the traffic, and things like that. I agree with all those statements.

I do want to just indicate on record that -- and just for everybody that -- that I

grew up in California. Apparently there's two of us in the building, maybe three.

But I grew up in California. And the home that I grew up in, I'd love be able to go back and visit that house. Love to.

But a freeway went through it. You can see an embankment. We're about halway through the embankment now. That's where I used to live. Six months old when we moved -- six weeks old when we moved in there. That was 73 years ago.

I think that this is a good process we're going through. We need to be paying attention. Traffic counts are important.

And just for everybody here, pay attention to what they're doing at the dog track, everybody or trying to do.

I thank you for your time. I will stand down now. And I appreciate it.

What I'm really looking forward to is a chance to talk to the Commissioners to get this mess straightened out. Not this one particular one, but this -- this Board and the changing of the zoning to a more intense use before anything else starts to happen makes no sense to me.

Somebody -- I was talking to Mr. Baroco. He doesn't want to build an apartment complex. That's news to me about an apartment complex. And it was news to him, too.

Thank you very much.

THE CHAIRMAN: Thank you, sir.

Trust me: As members of the Board, we've often wondered why the process is done in the order it is as well, but that's the rules at this point.

MR. JENSON: We as voters need to get that fixed, don't we?

THE CHAIRMAN: I think that's a state issue, is it not, Horace?

MR. JENSON: I don't know.

MR. JONES: Yes.

THE CHAIRMAN: A state issue.

MR. JENSON: We as voters need to get that fixed.

THE CHAIRMAN: Raymond Bowne.

- - -

RAYMOND BOWNE, upon being duly sworn, was examined and testified as follows:

- - -

MR. BOWNE: Good morning. My name is Ray

Bowne. I reside at 7928 Amethyst Drive in Crown Pointe Subdivision.

Thank you for the opportunity to share my thoughts this morning.

I am opposed to the rezoning from MDR to commercial. I believe that the area -- or the proposal is not consistent with the Land Development Code or compatible with the surroundings.

Thank you so much.

THE CHAIRMAN: Thank you, sir.

Patricia Cornish.

- - -

PATRICIA CORNISH, upon being duly sworn, was examined and testified as follows:

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MS. CORNISH: Good morning. My name is Patricia Cornish. I live at 765 Miramar Drive.

And I am very much opposed to this rezoning. It is definitely not compatible with the surroundings.

The only commercial is across the street way down, way away. The surrounding area is just definitely residential. There's absolutely no commercial in our area.

And if they did put it in our almost rural area where kids play, people walk their dogs, they jog, and they would not be able to do that anymore. The roads are too -- too narrow. There's no sidewalk. It would just totally change the whole area completely.

Thank you.

THE CHAIRMAN: Thank you.

Steve Cornish.

STEVE CORNISH, upon being duly sworn, was examined and testified as follows:

MR. CORNISH: Hi. My name is Steve Cornish. I live at 765 Miramar Drive.

And I am opposed to the rezoning, based on the criteria of B, C, D and E, as per the recommendation of your staff.

THE CHAIRMAN: Thank you, sir.

Mark Francis.

MARK FRANCIS, upon being duly sworn, was examined and testified as follows:

MR. FRANCIS: Hi. I'm Mark Francis. I

reside at 775 Miramar Drive.

I oppose, based on B, consistent with zoning district provisions, and C, compatibility with surroundings. Thank you.

THE CHAIRMAN: Thank you, sir.

Phillip Kittell.

PHILLIP KITTELL, upon being duly sworn, was examined and testified as follows:

MR. KITTELL: Phillip Kittell, 12230 Halcyon.

A lot's been said this morning which I agree with. Basically, it does not meet the code.

It's a quiet neighborhood, and I . . . I've been on both sides of these issues before, so I understand the landowner's grief.

But I do oppose this.

Thank you for your time.

THE CHAIRMAN: Okay. Thank you, sir.

MR. KITTELL: And thank you for your staff.

THE CHAIRMAN: Lisa Kirkman.

LISA KIRKMAN, upon being duly sworn, was examined and testified as follows:

MS. KIRKMAN: Lisa Kirkman, 12230 Halcyon Drive.

First off, I would like to thank you about the signage issue. I also put the sign up myself after it was mentioned that it was down.

And I would also like to just make a comment that although the code that they're wanting to get the zoning upgraded to is commercial, the slash -- the 25 dwelling units per acre is the sticking point for a lot of people, because it is so diametrically opposed to one thing, commercial versus very high-density dwelling. And so I wish it were two different codes because then we could address you in a very different way.

Mr. Baroco is indicating, from the looks of it, that perhaps not apartments. But if this is passed and he's able to sell the property to someone else, then they have that right automatically. And that is the concern of the people here.

I would like to say that I agree with the points that Allyson made that it's noncompliant. And it is not consistent with the character of our neighborhood.

Thank you.

THE CHAIRMAN: Thank you.

Namrata Advani. Maybe. Did I get close? Sorry.

MS. ADVANI: I get it all the time.

NAMRATA ADVANI, upon being duly sworn, was examined and testified as follows:

MS. ADVANI: My name is Namrata Advani.

THE CHAIRMAN: Thank you.

MS. ADVANI: Very close.

I just wanted to say that I live on 775 Miramar Drive.

And I agree with many of our neighbors here. I'm opposed to this rezoning.

Thank you.

THE CHAIRMAN: Thank you.

Tammy Dyess.

TAMMY DYESS, upon being duly sworn, was examined and testified as follows:

MS. DYESS: Hi. I'm Tammy Dyess. I live at 671 Halcyon Circle.

If you can pull up slide 76. As you can see, our property has a large area that we would be sharing a boundary with us.

And I'm actually in favor for it. My neighbors are all going to hate me.

Something's going to go in there sooner or later. The land's going to get developed. It -- it's got to. So I -- I don't see an issue with it.

I agree with them on the traffic. There is tons of traffic going to Greer's and to Hardee's and to Dollar General.

It is a very populous area. So there is already other traffic there. And I -- I think it will be compatible with the neighborhood if it's done right. So I'm in favor of it.

Thank you.

THE CHAIRMAN: Okay. Thank you.

Michael Dyess.

MR. DYESS: Can you pull up slide 47 for me?

MICHAEL DYESS, upon being duly sworn, was examined and testified as follows:

MR. DYESS: Michael Dyess, 671 Halcyon Circle.

Is that slide 47?

Can you go down one? 48?

Well, no, that -- 47 does it.

Commercial property on the right-hand side, the church, is commercial. That's been completely overlooked.

MS. LINDSAY: HDMU.

MR. DYESS: Isn't that commercial?

MS. LINDSAY: Commercial down there, but the church is up on the other side of Halcyon.

MR. DYESS: Yeah. Same side, next to our property.

MS. LINDSAY: HDMU.

MR. DYESS: We're in the top right corner of that property.

Like my wife said, it's going to get developed. Something's going to happen. We

don't know what's going in there. Everybody's made the assumption they're doing apartments.

I don't like the house behind me. So something's going in. We got to deal with it. We're for it.

My question is: What is going to happen with the properties adjoining this property? If it goes commercial, what's going to happen to mine? Does it stay residential, or can it get in and be commercial also?

MR. JONES: Your property will stay --

VOICE IN THE AUDIENCE: It doesn't affect --

MR. JONES: -- what it is now.

VOICE IN THE AUDIENCE: -- zoning.

UNIDENTIFIED VOICE: Which property is yours?

MR. DYESS: 671.

UNIDENTIFIED VOICE: It doesn't give me a house number. Which one is --

MR. DYESS: It doesn't. That's why I stated northeast corner.

UNIDENTIFIED VOICE: Northeast corner?

MR. JONES: This is a question for --

THE CHAIRMAN: Hold on. Hold on.

THE COURT REPORTER: We can't have everybody talking all at once.

THE CHAIRMAN: We only can have one speaker at a time.

The gentleman's indicated he's in the north --

MR. DYESS: Northeast corner.

THE CHAIRMAN: -- northeast corner.

MR. DYESS: Halcyon Circle --

THE CHAIRMAN: Can you use the pointer, Allyson, and maybe get close to where he's talking about?

MS. LINDSAY: Northeast is this?

MR. DYESS: Go up. Right there. Right there on the corner.

So my question is: If he goes commercial, what am I? Am I stuck residential?

MS. LINDSAY: You are still MDR. The only thing that they're doing today is rezoning that outlined red parcel that I'm pointing --

MR. DYESS: Okay.

MS. LINDSAY: -- from MDR to commercial.

MR. DYESS: Okay. Now, I will say it's a beautiful road, beautiful neighborhood, beautiful people.

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Stuff changes. That's where I'm at. Appreciate y'all's time.
THE CHAIRMAN: Okay. Thank you.
Jana Graves.

ROSEMARY "JANA" A. GRAVES, upon being duly sworn, was examined and testified as follows:

MS. GRAVES: Hello. My name is Jana Graves. I live at 740 Halcyon Circle.
I've lived there for 22 years. And to me, it's a little spot of heaven. It's wonderful. Great neighborhood. Great people. It's quiet. It's hidden away. Most people don't even know where it is.
I grew up in Warrington, so I'm familiar with Pensacola as a whole. I like the west side of town. It's quiet. It's not overdeveloped.
And this change in zoning is most upsetting to me, very upsetting to my husband. And I totally oppose it because it's not consistent with the Land Development Code or compatible with the surrounding uses.
And I do hope that you will find a way not to change the zoning.

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Thank you for your time. I appreciate it.
THE CHAIRMAN: Thank you, ma'am.
Karrie Galvano.

KARRIE GALVANO, upon being duly sworn, was examined and testified as follows:

MS. GALVANO: Hi. My name is Karrie Galvano, and I live at 750 Halcyon Circle.
And I oppose the rezoning of this property. I believe on B that it is not consistent with the rezoning district provisions. And I believe that on C, it is not compatible with the surrounding uses.
We have a very nice residential street with single-family homes on it. And you rezone that to commercial, it opens us up to all different possibilities going into our quiet neighborhood.
So I appreciate all the work that the committee did.
And I oppose this
THE CHAIRMAN: Thank you.
Jacob Wagner.
VOICE IN THE AUDIENCE: He had to leave early. But he is against it.
THE CHAIRMAN: Christine M. Schuster.

CHRISTINE M. SCHUSTER, upon being duly sworn, was examined and testified as follows:

MS. SCHUSTER: Hi. I'm Christine Schuster. I live at 12019 Lillian Highway, which is known as Crown Pointe Phase I. So we're the ones that are forgotten, but we are the ones who, when we get up in the morning and look out the front door, are going to see an apartment complex.
And it's very disconcerting. I have petitions here from everyone in my neighborhood, and all the people who were at last Friday's meeting, if anybody would care to take these.
THE CHAIRMAN: Well, we cannot accept petitions from someone who's not attending the meeting because we are in quasi-judicial. So they have to testify on the record.
I'll ask our Board attorney: Are there any exceptions to that, Steve?
MR. WEST: No. You should recognize that petitions are not competent evidence.

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So if you are inclined to receive it, at least just make it part of the record, just recognize that it doesn't have any evidentiary value, nor do general statements of support or opposition.
MS. SCHUSTER: Okay. There's over 40 signatures here.
THE CHAIRMAN: Okay. I'm going to allow the Board to --
MS. SCHUSTER: I mean 80. Sorry.
THE CHAIRMAN: Pleasure of the Board to accept --
MS. SCHUSTER: Can I give this to you?
THE CHAIRMAN: -- based on the advice of the attorney.
Does anyone want to make a motion to accept, or . . .
MR. RUSHING: I move we accept it.
THE CHAIRMAN: Okay.
MR. INGWELL: Second.
THE CHAIRMAN: Motion and a second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
MR. RUSHING: Nay.

MR. PYLE: Nay.
THE CHAIRMAN: Okay. That's two, Mr. Rushing and Mr. Pyle.
Okay. So it still passes.
We'll allow it to be entered. As the attorney indicated, it's not evidentiary. When the folks aren't here to speak for themselves, it's --
MS. SCHUSTER: I have --
THE CHAIRMAN: We'll accept it based on those standards.
MS. SCHUSTER: Our subdivision is only 14 people -- 14 families. Okay. We have 14 families on one-acre-plus lots. Okay. So that's more land than what this apartment complex is going to be dealing with.
And I cannot picture 250 apartment units in our -- our -- our one location. That's a heck of a lot of families living, parking spots, all of that; congestion, confusion, and everything else.
And I consider apartments more of a transient kind of living condition than people who are established in a home that they own. Okay?

That's my own personal feeling. Most people have already discussed all of the different things that I wanted to discuss.
No one's mentioned -- we don't have fire protection. We learned that last Friday. Lillian Fire Company is supposed to be answering fire calls where we live, but they sort of neglected to answer a few. So that's already a severe problem for anybody who lives in our area.
But the one person who spoke here earlier said everything I wanted to say, the mother of the five children. I've lived in Crown Pointe now almost 24 years.
And I've never ever drove down Halcyon. So I made a purposeful little trip in my car down to Halcyon. I turned down there. And I thought, gosh, this place is gorgeous. It is absolutely lovely.
You've got the trees overhead. Everything is so nice. And I'm driving slowly down the street. And here come three adorable little kids riding their bicycles with their helmets on their heads.
And they're waving to me. So of course I

waved back, drove to the end of the street, turned around, and started to go back. And the same three little kids are there waving to me.
And I thought, how nice. What a lovely place to live in where you can let your kids ride their bicycles down the street, not have to worry about them getting hurt. It was really, really . . . I don't know. Made me feel good.
I came home. And the first thing, I started to think about those little kids. And I'm going, who in the world dislikes these people so much that they want to ruin their neighborhood? That's what went through my mind.
Everything else basically that I've had to say -- because I've got lots of things from the people I live with -- have already been addressed.
I think the only thing I want to ask is -- Mr. Hammond here, his traffic study from an aerial view, with one snapshot -- when I was in college, I did traffic studies as part of one of my courses.
And it depends on time of day, day of the week, and what's exactly happening in the area as to why you have so much traffic or so little

traffic. He never said when his snapshot was taken.
If it was on a Friday afternoon or a Friday night when everyone's heading down to Perdido Key to their weekend getaway, you're going to have a lot more people stopping at Greer's picking up groceries for the weekend.
THE CHAIRMAN: Ms. Schuster, your time has expired. I'm going to ask you to wrap up your comments here.
MS. SCHUSTER: Okay. That's basically what I wanted to say. If you're going to do a traffic survey, you've got to do it over a time period so that you know what time what took place because traffic varies.
THE CHAIRMAN: Yes, ma'am.
MS. SCHUSTER: And I've never seen 3,000 people at Greer's in one day.
(Laughter.)
MS. SCHUSTER: Thank you for your time.
THE CHAIRMAN: Thank you for your comments. We appreciate it.
Janet Struck.

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JANET STRUCK, upon being duly sworn, was examined and testified as follows:

MS. STRUCK: I'm Janet Struck, at 845 Miramar Drive.

And their traffic count -- I hope they're not doing it during the Covid-19 because traffic has been down somewhat. So I hope they wait till that's over to do another.

And we never have heard why the residential did not make it. And if they are going to put in 250 apartments, I . . . either way, I'm against this.

But my property is probably the only way to Perdido Bay, is they would have to come through my property to get into the water.

And that water out there, I've been there for -- at that location 30 years. And Perdido Bay is actually cleaning up some right now. And I'd hate to see it go back to what it was a few years ago.

So that's all I've got to say.

THE CHAIRMAN: Thank you.

Karen Penn.

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(No response.)

THE CHAIRMAN: Second call Karen Penn.

Nancy Lopez.

(No response.)

THE CHAIRMAN: Nancy Lopez.

(No response.)

THE CHAIRMAN: Okay. All right. Those are all of the signed-up speakers.

Is there anyone who has not spoken yet who would like to speak on this case?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the meeting.

And, Mr. Hammond, if you'll come forward, you'll have an opportunity to discuss some of the issues and close your case.

MR. HAMMOND: Okay. Let me just remind the room that one of us is an expert witness and the rest of them aren't.

VOICE IN THE AUDIENCE: Oh, my God.

DIFFERENT VOICE IN THE AUDIENCE: Geez.

DIFFERENT VOICE IN THE AUDIENCE: Wow.

MR. HAMMOND: Well, you started talking about traffic. So I didn't say I did a traffic

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count.

I said I looked at the Institute of Traffic Engineers manual where studies have -- they're created over years, of studies about what kind of establishments generate what kind of trips in a day or in a peak hour.

I measured the building. And I applied it to that traffic engineering manual, and came up with a shopping center of that size generates over 3,000 trips per day. That's what happened.

VOICE IN THE AUDIENCE: That's not what you said.

DIFFERENT VOICE IN THE AUDIENCE: No.

THE CHAIRMAN: Okay. Order. We can't have people outbursting. I'm sorry. If you disagree, you just have to keep it to yourself. The gentleman has the floor.

Go ahead, sir.

MR. HAMMOND: It's kind of disturbing how people who live in apartments kind of got vilified also.

Nobody's proposed apartments. We're trying to change the zoning to commercial so it can be -- more likely be purchased. My client's not a developer.

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They asked about the residential. The site is encumbered by a very odd shape geometrically and wetlands.

The allowable zoning is 10 units per acre. It's 9 acres. 90 lots. Right?

No? What did I turn in? When we turned it in pre-app, 30-something lots. That's because that's all that will fit on it and meet all the other requirements. I'm answering their question is what I'm doing here. Okay?

THE CHAIRMAN: This is concerning why it didn't go --

MR. HAMMOND: Why it didn't work out --

THE CHAIRMAN: -- for a residential subdivision.

MR. HAMMOND: -- right.

So just like they say 250 units, you'd think I'd have got 90 lots on there. But there's all these other rules and regulations that control a development. So you can't get 250 units on it if you want to.

But that is not what we're proposing. We'd like to propose to rezone it to commercial. And it's in a hub where y'all zoned -- the Land Development Code wants these kind of

developments to go.
It's not strip commercial development. It's not the urban sprawl. It's where everything -- that code in the Comprehensive Plan would say put a commercial development.
That's what we're asking for. I'd ask that you accept my findings of fact, and let the chips -- I'll let the chips fall where they fall.
Thank you very much.
THE CHAIRMAN: Allyson, do you have anything additional?
MS. LINDSAY: Yes, sir. I do have Terri Malone here from the Transportation and Traffic Division, and I do have her interoffice memo.
And I would like to see if the Board would accept this into evidence so we could add this to the packet.
THE CHAIRMAN: Okay. Could you describe what the communication is and what it's about, please?
MS. LINDSAY: It's Transportation and Traffic comments for the Z-2020-06.
Do you want me to go ahead and read it?
THE CHAIRMAN: These were comments that

were specifically made for this case by --
MR. JONES: Yes.
THE CHAIRMAN: -- the traffic department --
MR. JONES: Yes, sir.
THE CHAIRMAN: -- indicating -- Okay.
MR. JONES: Yes, sir.
THE CHAIRMAN: I think it would be important to put the key elements in here, yes.
MS. LINDSAY: Okay. So the memo states that Halcyon Circle is a two-lane roadway without paved shoulders. The roadway is approximately 21-feet wide. The right-of-way length is 50 feet.
Halcyon Circle is classified as a local road and is not included in the Florida-Alabama TPO Management Process Plan.
The property in question has frontage on Lillian Highway, which has -- which has 219 daily trips, counts of 20,000 -- as of 2019 daily trip count of 20,000.
The project meets the locational criteria associated with its nearby generator C compatibility and surrounding the Greer's of 600 trips or more.

And that's basically all of the memo. But I do have Terri if you have questions regarding that count.
THE CHAIRMAN: Okay. Let's take care of bringing it into evidence.
The staff is wanting to bring that in as additional evidence in the case. We do have the author here of the memo so if there are questions, if you have any.
The Chair will entertain a motion to accept in as Staff's Exhibit 1, we'll call it.
MR. RUSHING: So moved.
THE CHAIRMAN: Okay. Motion.
Do we have a second?
MR. INGWELL: Second.
THE CHAIRMAN: Any discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
(Document received in evidence as Staff Exhibit No. 1.)
THE CHAIRMAN: Okay. Do any of you have

any questions concerning that memo, since we have the author here? I think we covered in depth . . .
MR. JONES: Yes.
THE CHAIRMAN: Criterion B. And it's the county's position that a portion of the locational criteria may have been met but not all of it.
Is that still your position?
MR. JONES: Yes, sir.
THE CHAIRMAN: Okay.
MS. LINDSAY: But, sir, because my findings on there said that it did not meet that traffic generator, I would like to revise my comments, due to the fact of the staff letter or memo to file, and then also for the engineer's information.
THE CHAIRMAN: Okay.
MR. JONES: And we will say something like, with the exception of meeting the locational criterion, staff still makes the determination that Criterion B, based upon the full spectrum, does not meet the full spectrum of Criterion B.
But it does meet . . . it does meet the

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locational criterion portion of the Land Development Code on that E only. I just want to be clear with what it will say.

THE CHAIRMAN: Okay. So the finding will still remain not consistent . . .

MR. JONES: Yes, sir.

THE CHAIRMAN: . . . in clarifying that a portion of it is consistent, based on that information.

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. Board members, any questions or comments on that?

Mr. Sammons?

MR. SAMMONS: I'd like to understand specifically what it is that it's not meeting.

MR. JONES: Okay. If we can look at it again.

THE CHAIRMAN: Let's bring up the -- what you're looking at there, Horace.

MR. JONES: Yes, sir. It's Criterion B. Criterion B. It says, "The proposed zoning is not consistent with the purpose and intent and with any other zoning establishment provision prescribed by the proposed district in Chapter 3."

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We already stated that it does meet one portion of your locational criteria. But if you look at the findings -- if you look at the findings, there are other provisions stated inside the Land Development Code per the code -- this is not Horace's opinion -- per the code.

One thing is that -- is that MDR, the intent of MDR is single-family residential uses only. Only. It is limited to single-family residential uses. Okay?

And you are surrounded by MDR zoning. So -- and when you have -- when you have such -- when you have such an up -- substantial upzoning from MDR to commercial, those uses per the -- as Allyson stated, the uses are much more adverse and much more substantial than what is allowed by MDR.

One of the criteria in the Land Development Code is that you want to preserve the -- preserve the establishment of a residential existing neighborhood.

So -- so for what the code does, the code is against -- basically saying that is a violation of zoning principles of B. The code does mention about urban sprawl.

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So all of those things, with the exception of the locational criterion, which is only one part of it, staff is still making the determination that it does not meet that criterion as well, with the exception of the locational criterion, which is only a portion of it.

THE CHAIRMAN: Is that sufficient? Do you still have questions on it?

MR. SAMMONS: I'll hold it.

THE CHAIRMAN: Okay.

MR. JONES: Yes, sir.

THE CHAIRMAN: Any other questions?

Mr. Hammond, I'll give you the opportunity to rebut any other comments or add additional information, if you like.

MR. HAMMOND: I'm good.

THE CHAIRMAN: Okay.

MR. HAMMOND: Thank you.

THE CHAIRMAN: Okay. Open for discussion, or if someone is ready to make a motion, Chair will entertain.

MR. PYLE: Well, personally, the staff, I think, did a . . . and I respect all the work you put in this. I just think Mr. Hammond had a

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better case, except for one item. And that's the compatible with surroundings.

I looked at a recent . . . I wouldn't say similar but a recent rezoning that we did. And it was almost the flip opposite; whereas, the commercial on that side of the road would be -- I mean, the residential on that side of the road was commercial. And there was a small pocket of residential.

This is all residential on that one side of the road, but I will tell you that Mr. Hammond has made it very difficult.

But I would . . . like I said, based on item C alone, I would vote on denying Z-2020-06.

THE CHAIRMAN: Okay. Is that a formal motion?

MR. PYLE: Yes, it is.

THE CHAIRMAN: All right. Thank you for providing all the staff's findings of fact. And you specifically mentioned C.

All right. Is there a second for the motion to deny?

(No response.)

THE CHAIRMAN: Call again for a second for motion to deny.

MR. RUSHING: I'll second the motion.
THE CHAIRMAN: Okay. Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor of denial, say "aye."
(Three "ayes.")
THE CHAIRMAN: Opposed?
(Two "ayes.")
THE CHAIRMAN: So was that three?
MR. JONES: Can we do a show of hands? Because when you were speaking, we heard noise in the background.
Can we have a show of hands, please?
THE CHAIRMAN: In favor of the motion to deny?
(Mr. Pyle, Mr. Ingwell and Mr. Briske.)
THE CHAIRMAN: And opposed?
(Mr. Sammons and Mr. Rushing.)
THE CHAIRMAN: Okay. Motion carries for denial.
Mr. Hammond, I know you know the process. You have opportunity to go in front of the Commissioners and state your case.
I would like to say I'm with Mr. Pyle. I

think the locational criteria was my hangup on the case. So compatibility with the surrounding uses. I'm sorry. I said locational criteria.
MR. JONES: Compatibility.
THE CHAIRMAN: Compatibility with the surrounding uses.
MR. JONES: Yes.
THE CHAIRMAN: All right. With that, that concludes the case. All of you -- when will this go to the County Commission?
MS. LINDSAY: August 6th.
THE CHAIRMAN: Okay. August 6th, folks.
The Commission has the right and the opportunity to change the recommended order of the Planning Board. So just because a motion was made here, that's a recommended order. The County Commissioners have the final say.
And I would recommend that any of you that spoke either in favor of or against attend that meeting. It would be important for the Commissioners to hear your position.
All right. With that, we will hereby close the quasi-judicial portion of our meeting today.
(Hearing concluded at 12:30 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.
I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. B.**

Meeting Date: 07/06/2020
CASE : Z-2020-06
APPLICANT: Tom Hammond, Agent for Anthony Baroco, Owner
ADDRESS: Halcyon Circle
PROPERTY REF. NO.: 26-2S-31-1000-004-001
FUTURE LAND USE: MU-S, Mixed Use Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 08/06/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: MDR, Medium Density Residential district (ten du/acre)

TO: Com, Commercial (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S)

Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

FINDINGS

The proposed amendment to Com **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1 which allowes a mix of residential and non-residential uses. Buffering will be required to protect the residential uses from the more intense commercial activites, which will be reviewed during the site plan review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning **is not** consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

LDC Sect. 3-2.10 Com

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category

LDC 3-2.10 Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:
(1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.
(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.
(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-familyresidential zoning district (RR, LDR or MDR), and all of the following site design
conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

FINDINGS
The proposed amendment **is not** consistent with the intent and purpose of the Land Development Code due to the following reasons below.
The requested zoning to commercial would allow uses ranging from neighborhood commercial to light industrial and the intent of the MDR zoning is to allow for residential neighborhood development limited to single-family and two-family dwellings.
Further more, the site and building requirements for Commercial will be a substantial increase in density from 10 dwelling units per acre to 25 dwelling units per acre.
The property has addressed street frontage along Halcyon, a local roadway with the southern portion of the property facing Lillian highway, an arterial roadway. Although the property is within one quarter mile of its intersection with Bauer road, the roadway classification for Bauer is a collector not arterial as noted in LDC 3-2.10(e)(1). If the request to commercial is approved, this would allow for intense commercial activity to ingress/egress the local road currently utilized by an

existing residential neighborhood. The majority of parcels adjacent to and around the subject property are zoned MDR. There are four commercially zoned parcels and two parcels of HDMU located across Lillian, there are four HDMU parcels adjacent to and to the west of the property. There is Crown Pointe, a residential subdivision to the east, zoned HC/LI. Vacant parcels would not count towards infill, as their uses are subject to their zoning designation.
There isn't enough commercial developments in the area to consider the change to be infill as listed in the criteria in 3-2.10(e)(3). It is however within proximity to a traffic generator as stated in the memo from Transportation and Traffic Operations Department, however it is not consistent with the intent and purpose and other provisions listed in the Land Development Code .
A commercial use would not be similar in intensity or density to the surrounding residential parcels, contributing to strip commercial development and create adverse impacts on the residence in this area.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is not** compatible with surrounding existing uses in the area.
Within the 500 radius impact area, staff observed properties with zoning districts MDR, HDMU, Com, and HC/LI. There are single-family, a church, a commerce park consisting of retail sales and services. and vacant parcels in the area of the subject property. While there are HC/LI zoned parcels to the east, the use is residential in the form of a platted subdivision. The request to commercial would be a substantial upzoning that will impact the well established residential development. Being that the surrounding uses are primarily residential, changing the subjet property to commercial would not be compatible to the current zoning of MDR.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an

appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The request to change the zoning to Commercial **is** spot zoning due to the fact adjacent parcels are currently zoned MDR and HDMU, with the only commercial zoning across Lillian Highway to the south. A request to change the zoning to commercial would substantially increase the density more than the adjacent properties and would not be transitional in character. Commercial zoning provides transitions between areas zoned or used as high density mixed-use, heavy commercial , or industrial, which is not dominate in the area. Commercial zoning would allow more intense uses not allowed by parcels of residential zoning, therefore the request to commercial **would not contribute** to a logical and orderly development.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

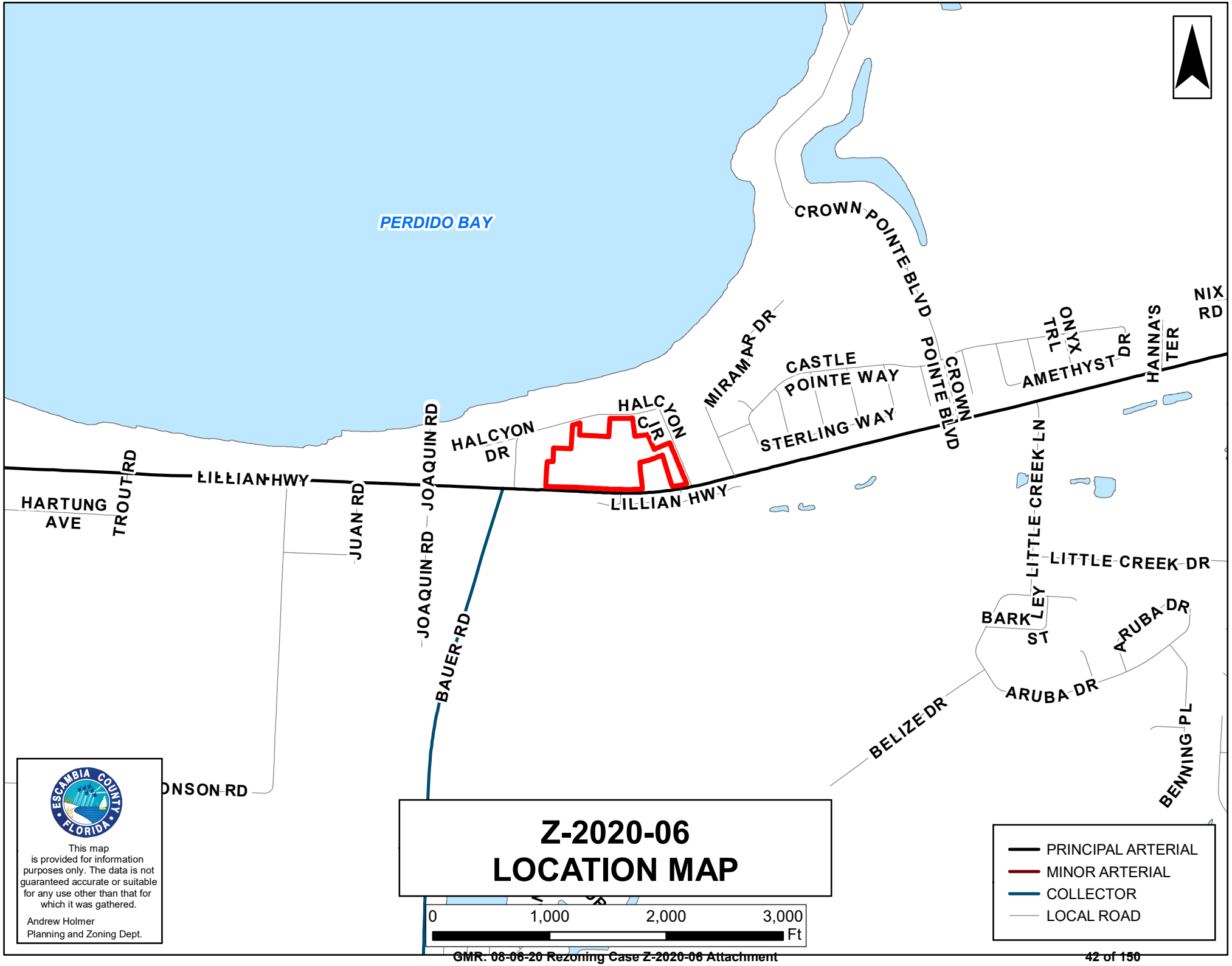
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

There has been **no change** or additions to the land uses or in the area surrounding the the subject property and allowing the request to Commercial will allow more intense development for the surrounding residential uses, contributing to urban sprawl.

Attachments

Working Case File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ONYX TRL
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HANNA'S TER
NIX RD
HALCYON CIR
HALCYON DR
LILLIAN HWY
LILLIAN HWY
HARTUNG AVE
TROUT RD
JUAN RD
JOAQUIN RD
JOAQUIN RD
BAUER RD
LITTLE CREEK LN
LITTLE CREEK DR
BARKLEY ST
ARUBA DR
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BELIZE DR
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ONSON RD
Z-2020-06
LOCATION MAP
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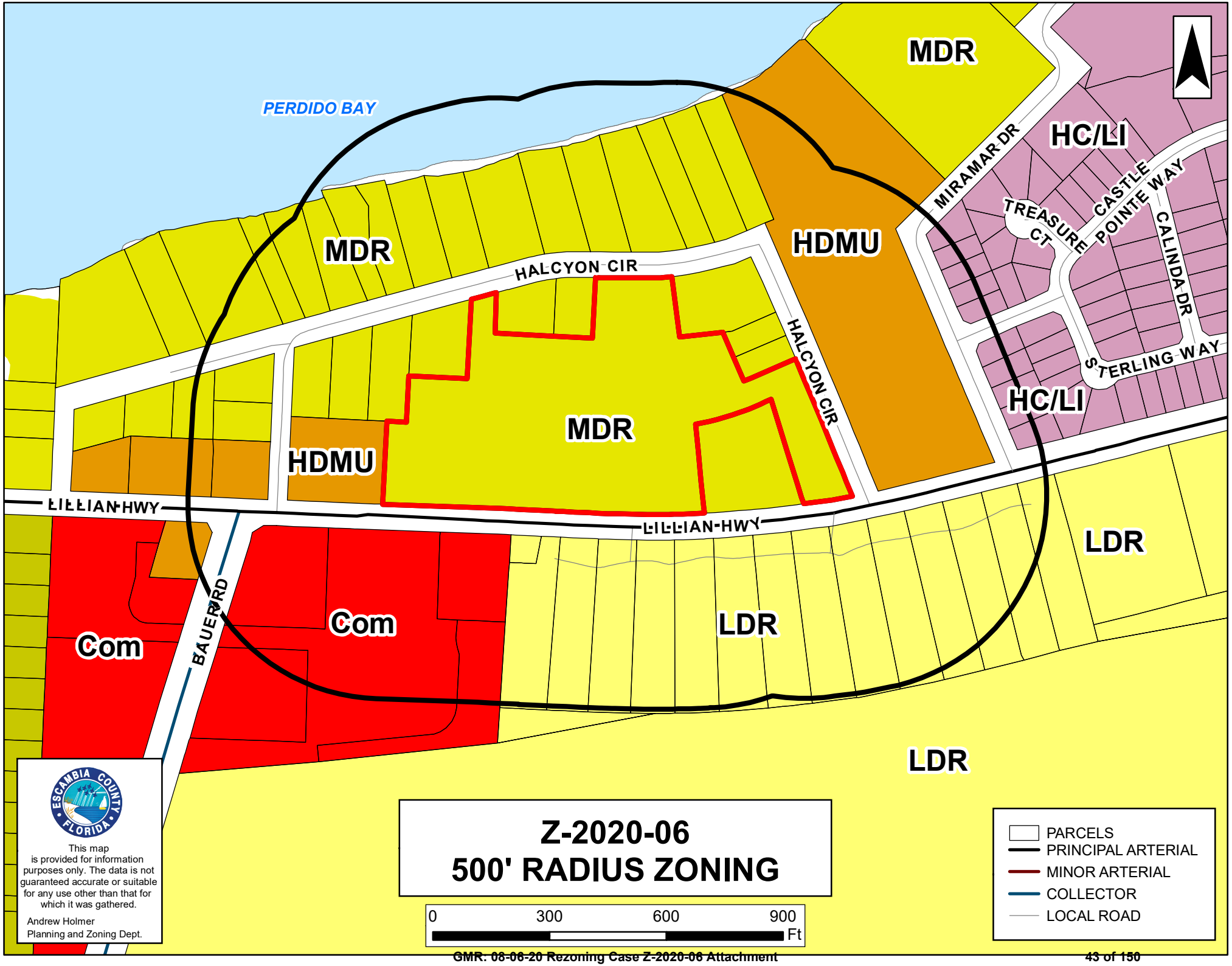
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


PERDIDO BAY
MDR
HC/LI
MIRAMAR DR
TREASURE CT
CASTLE POINTE WAY
CALINDA DR
STERLING WAY
HDMU
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HALCYON CIR
HDMU
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HC/LI
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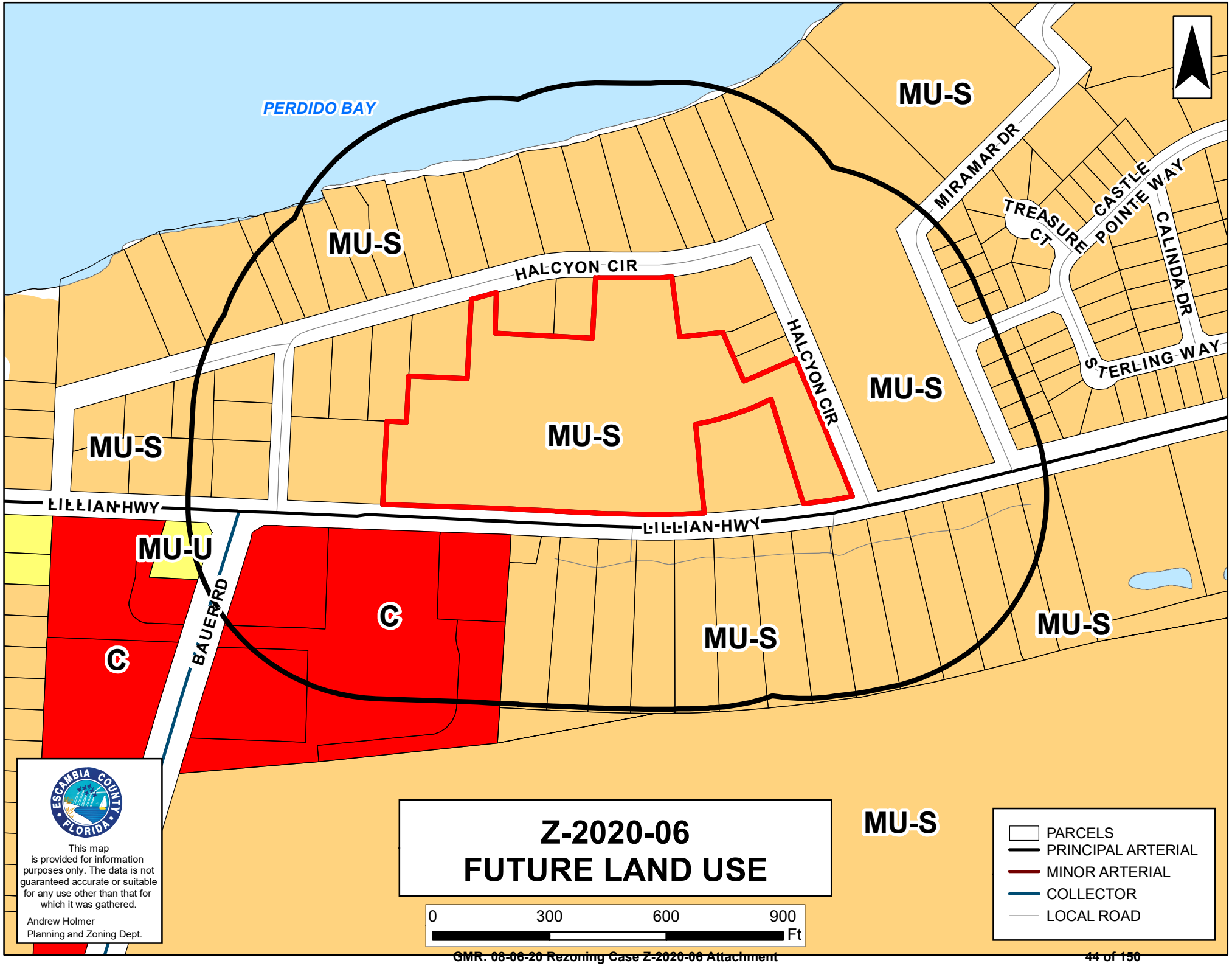
Planning and Zoning Dept.


PERDIDO BAY
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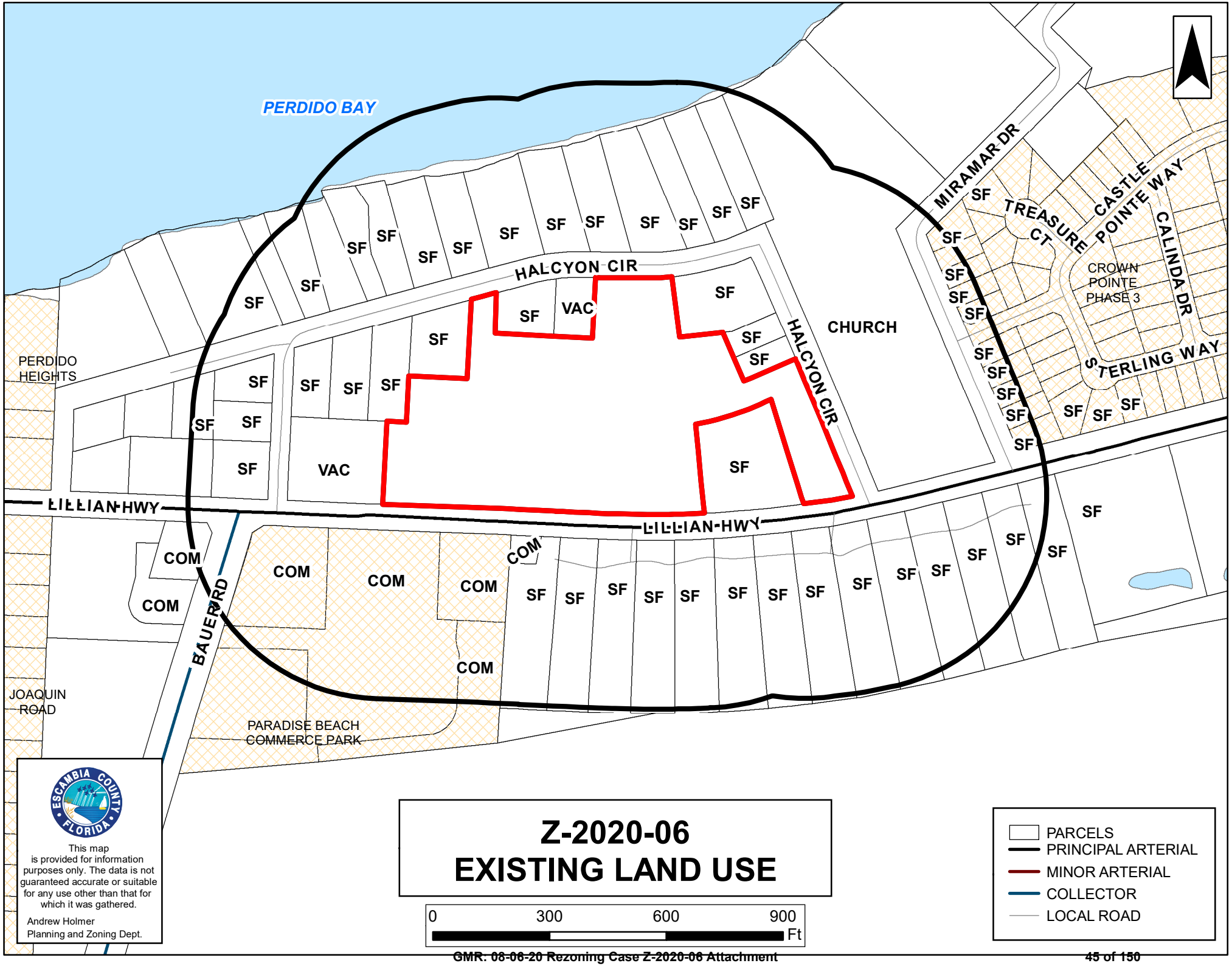
C
MIRAMAR DR
TREASURE CT
CASTLE POINTE WAY
CALINDA DR
STERLING WAY
HALCYON CIR
HALCYON CIR
LILLIAN HWY
LILLIAN HWY
BAUER RD
Z-2020-06
FUTURE LAND USE
0 300 600 900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


PERDIDO BAY
HALCYON CIR
MIRAMAR DR
TREASURE CT
CASTLE POINTE WAY
CALINDA DR
CROWN POINTE PHASE 3
STERLING WAY
HALCYON CIR
CHURCH
PERDIDO HEIGHTS
LILLIAN HWY
LILLIAN HWY
BAUER RD
JOAQUIN ROAD
PARADISE BEACH COMMERCE PARK
SF
VAC
COM
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2020-06
EXISTING LAND USE
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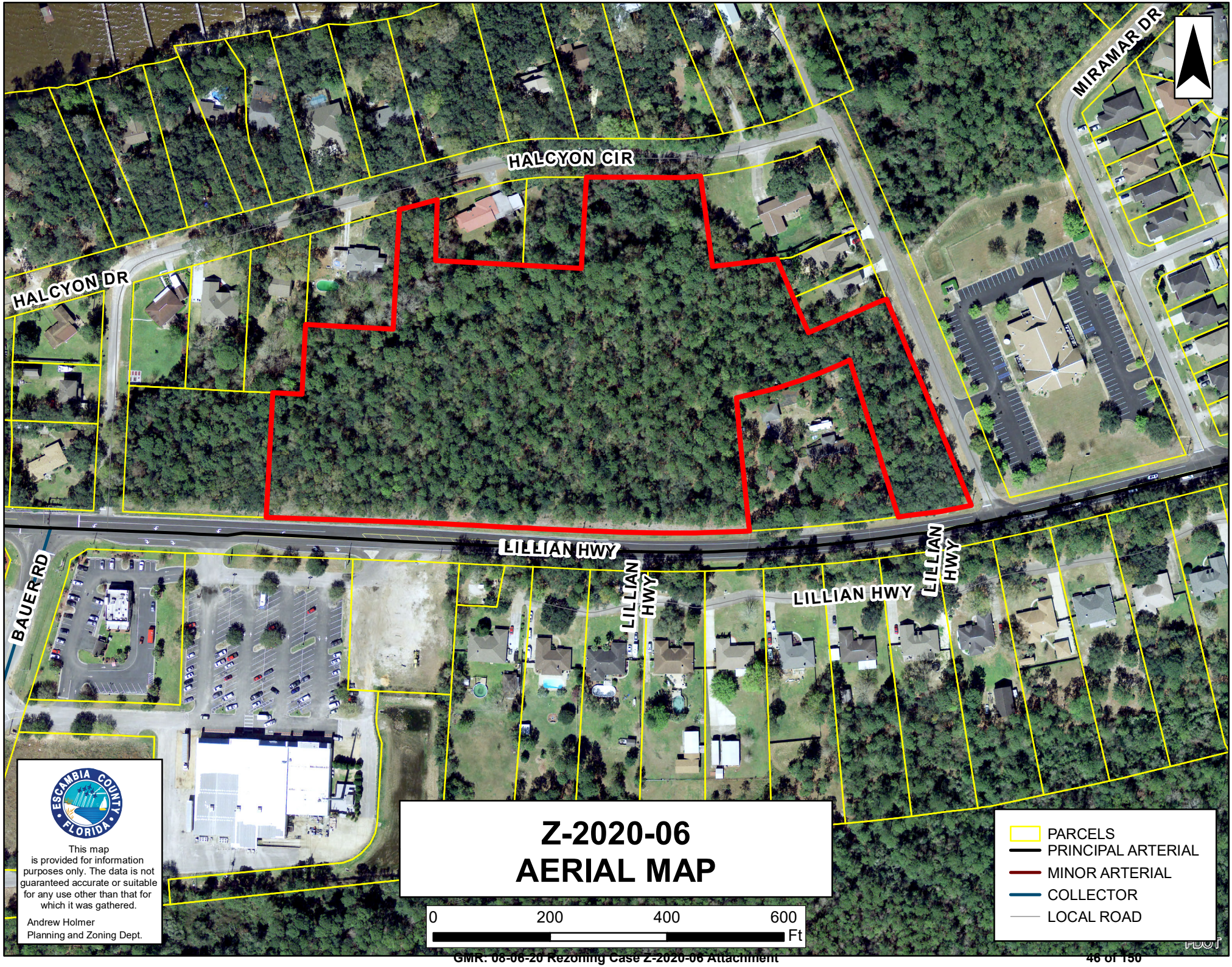
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


HALCYON CIR
HALCYON DR
MIRAMAR DR
LILLIAN HWY
LILLIAN HWY
LILLIAN HWY
LILLIAN HWY
BAUER RD
Z-2020-06
AERIAL MAP
0
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public hearing sign



Looking onto subject property from across Lillian Hwy



Looking across Lillian Hwy from subject property



Looking west from property on Lillian Hwy



Looking east along Lillian Hwy from property



Looking onto subject property from commerce park across Lillian Hwy



Looking at the commerce park across from the western portion of subject parcel



Another view of commercial development across Lillian Hwy.



Looking west toward traffic light at Lillian Hwy & Bauer Rd



Looking at residential parcel on Lillian Hwy adjacent to subject property



looking down the eastern entrance of Halcyon





ooking west along backside of Halcyon Circle



Looking into the subject property from Halcyon Circle



Looking south toward Lillian Hwy on the western entrance of Halcyon Circle



Looking onto the church on Lillian Hwy and Halcyon Circle

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 00009130
Alabama Certificate of Authorization No. 3277

May 6, 2020

Mrs. Allyson Lindsay
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: 26-2S-31-1000-004-001
Halcyon Circle
HEI Project No. 19-030

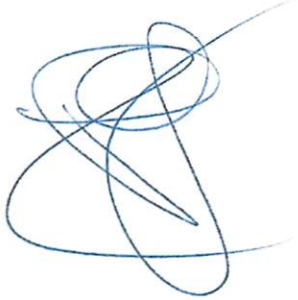
Dear Allyson:

The above referenced parcels currently have a zoning of MDR and has not been developed. The parcel is located between Hwy 98 and Halcyon Circle just east of the Hwy 98/Bauer Road intersection in Escambia County, FL. We request the parcels be re-zoned to COM.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE.
President

Attachments

3802 North "S" Street PENSACOLA, FL 32505

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2020-06 Accepted by: A. Lindsay PB Meeting: TBD

1. **Contact Information:**
   - **A. Property Owner/Applicant:** ANTHONY BAROCO
     Mailing Address: 14320 RIVER ROAD
     Business Phone: 850-529-4331 Cell: 850-529-4331
     Email: ANTHONYBAROCO@BELLSOUTH.NET
   - **B. Authorized Agent (if applicable):** Tom Hammond
     Mailing Address: 3802 North S Street, Pensacola, FL 32505
     Business Phone: 850-434-2603 Cell: 850-554-9389
     Email: tom@selanddesign.com

   Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. **Property Information:**
   - **A.** Existing Street Address: HALCYON CIRCLE
     Parcel ID (s): 26-2S-31-1000-004-001
   - **B.** Total acreage of the subject property: 9.99
   - **C.** Existing Zoning: MDR
     Proposed Zoning: COM ; explain why necessary and/or appropriate
     Appropriate due to parcel location near Arterial (Hwy 98) and Collector (Bauer Rd) intersection and existing commercial development in the area. Large are of wetlands along the north perimeter offer substantial buffering between proposed commercial use and existing residences
     FLU Category: MU-S

D. Is the subject property developed (if yes, explain): vacant & undeveloped

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

PLEASE SEE ATTACHED

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

PLEASE SEE ATTACHED

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

PLEASE SEE ATTACHED

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

PLEASE SEE ATTACHED

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

PLEASE SEE ATTACHED

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 26-2S-31-1000-004-001

Property Address: HALCYON CIRCLE

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 1st DAY OF MAY, YEAR OF 2020.

Signature of Property Owner	ANTHONY BAROCO Printed Name of Property Owner	5/1/20 Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at HALCYON CIRCLE _____, Florida, property reference number(s) 26-2S-31-1000-004-001 _____ I hereby designate Thomas G Hammond Jr, PE _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____day of_____ the year of,_____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Thomas G Hammond, Jr, PE Email: tom@selanddesign.com

Address: 3802 North S Street, Pensacola, FL 32505 Phone: 850-434-2603

Signature of Property Owner	Printed Name of Property Owner	Date
Anthony Baroco	ANTHONY BAROCO	5-1-20

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of May 2020, by Anthony Baroco.

Personally Known □ OR Produced Identification□. Type of Identification Produced: _____

Signature of Notary	Printed Name of Notary
Ryan Sieg	Ryan Sieg

(Notary Seal)

RYAN SIEG
MY COMMISSION # GG 919916
EXPIRES: December 1, 2023
Bonded Thru Notary Public Underwriters

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

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

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

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

_____	Thomas G Hammond Jr, PE	4/29/2020
Signature of Owner/Agent	Printed Name Owner/Agent	Date
_____	_____	_____
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 29 day of April 20 20, by Thomas G. Hammond Jr

Personally Known □ OR Produced Identification□. Type of Identification Produced:_____

_____	Ryan Sieg
Signature of Notary	Printed Name of Notary

(notary seal)

RYAN SIEG
MY COMMISSION # GG 919916
EXPIRES: December 1, 2023
Bonded Thru Notary Public Underwriters

Property Reference Numbers
26-2S-31-1000-004-001

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Suburban (MU-S) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
FLUM Mixed-Use Suburban (MU-S)
General Description: Intended for a mix of residential and non-residential uses While promoting compatible infill development and the separation of urban and suburban land uses.
Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.
Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)
Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c)Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%
In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c)Non-Residential 5% to 10%

The proposed re-zoning is consistent with the Comprehensive Plan.

B. Consistency with Zoning District provisions

The proposed re-zoning of the subject parcel to COM (Commercial) meets the LDC, Article 2, Section 3-2.10 (f):

Rezoning to commercial. Commercial zoning may be established only within the mixed-use suburban (MU-S) mixed-use urban (MU-U), or commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to commercial is subject to the same location criteria as any new nonresidential use proposed within the commercial district.

The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surroundings

The parcel is bordered by MDR & HDMU zoned parcels. Most of the adjoining parcels are developed as single-family residential homes and one of the parcels is not developed. The parcels southwest property corner is 360' from the centerline intersection of Bauer Road (collector) and Hwy 98 (arterial).

The subject parcel is directly across the street from a 34,000 + sf Greer's Cash Saver Market. According to the ITE Trip Generation Manual 9th Edition, Code 864, Page 1690, Discount Supermarkets generate 90.86 trips per 1000 sf per day. In this case, Greer's generates 3,089 trips per day. According to LDC, Article 2, Section 3-2.10 (e) (2), commercial developments meet locational criteria if the parcel is along an arterial road within a ¼ mile of a traffic generator of 600 daily trips or more. The proposed rezoning meets locational criteria for commercial zoning. Please see attached.

There is also a Hardees fast food restaurant, a Tom Thumb convenience store, and a Dollar General store located in close proximity and all centered around the Hwy 98 and Bauer Road intersection.

The parcel is encumbered by a large area of jurisdictional wetlands along the northern boundaries. These areas are to remain and will provide substantial buffering between existing residential uses and proposed commercial uses on the subject parcel.

The proposed re-zoning is compatible with the surrounding uses.

D. Appropriate if Spot Zoning

The proposed rezoning would result in spot zoning as defined in chapter 6 of the LDC because all of the commercial zoned parcels are across the street and are not "contiguous" to the subject parcel.

However as demonstrated above, the parcel is located along an arterial road, within ¼ mile intersection with a collector road, across the street from a traffic generator, and in close proximity to other commercial developments. The parcel meets the county locational criteria requirements for commercial development.

The subject parcel is located in the exact type location Escambia County requires for commercial development

Proposed re-zoning would create an appropriate "spot zoning" situation.

E. Appropriate with changed or changing conditions

We are not aware of any known or changed conditions that would affect the proposed rezoning request.

Greers Cash Saver Market



' 5, 2020

ygonLayer **polygonLayer** Override 1 Override 1

Streets

PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
Parcels
County Outline

1:4,131

0 0.035 0.07 0.14 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2020

Discount Supermarket
(854)

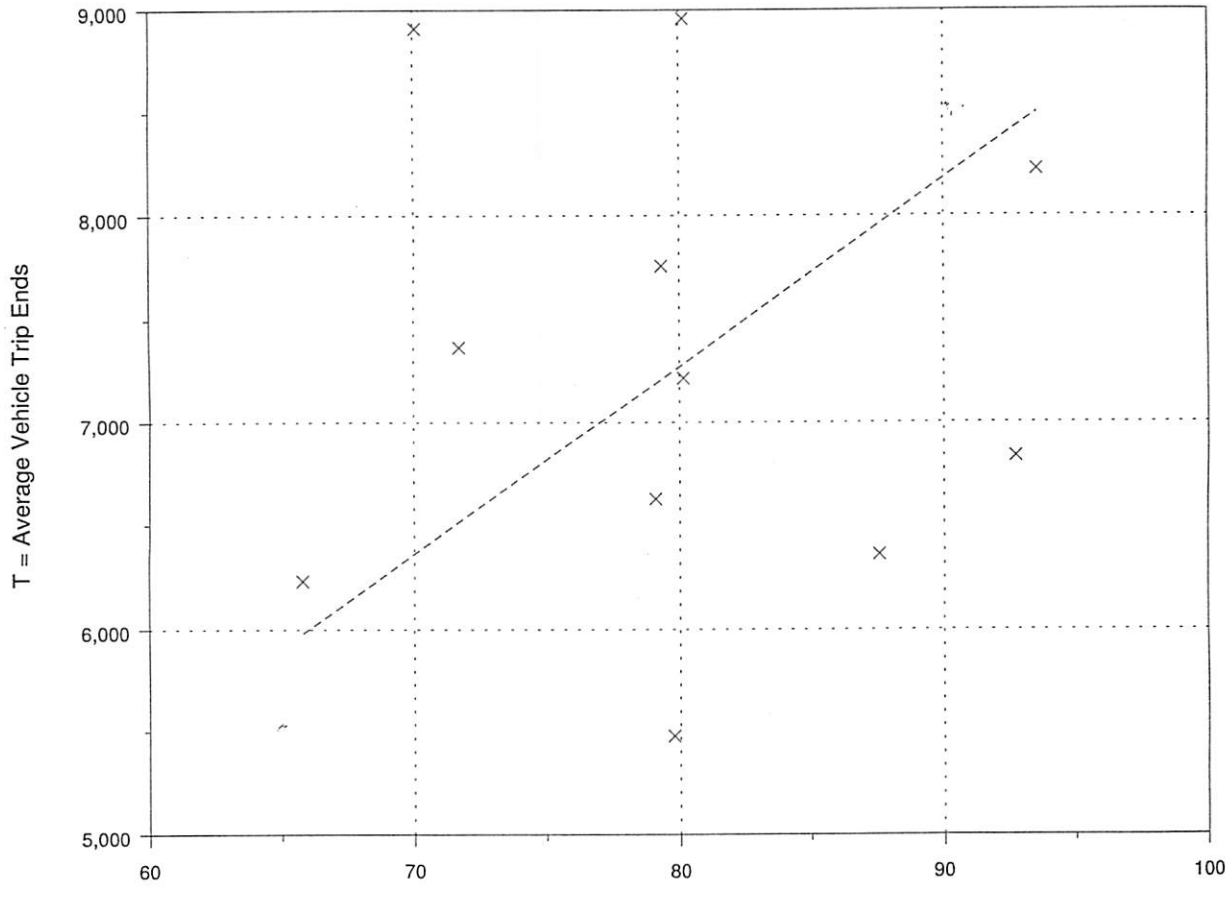
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 11
Average 1000 Sq. Feet GFA: 80
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
90.86	68.66 - 127.13	19.14

Data Plot and Equation



Fitted Curve Equation: Not given

R^2 = ****

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2019 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
09-4629-125	06		262S311000004001

PROPERTY ADDRESS: HALCYON CIR

EXEMPTIONS:

BAROCO ANTHONY
14320 RIVER RD
PENSACOLA, FL 32507

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	188,100	0	188,100	1,244.56
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	188,100	0	188,100	394.82
BY STATE LAW	3.9440	188,100	0	188,100	741.87
WATER MANAGEMENT	0.0327	188,100	0	188,100	6.15
SHERIFF	0.6850	188,100	0	188,100	128.85
M.S.T.U. LIBRARY	0.3590	188,100	0	188,100	67.53

TOTAL MILLAGE 13.7362 AD VALOREM TAXES $2,583.78

LEGAL DESCRIPTION

ALL OF FRAC SEC LYING N OF LILLIAN HWY OR 6302 P 1839 LESS DB 271 P 407 RD R/W L
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		15.30

NON-AD VALOREM ASSESSMENTS $15.30

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $2,599.08

If Paid By	Nov 30, 2019				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2019 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
09-4629-125
PROPERTY ADDRESS
HALCYON CIR

BAROCO ANTHONY
14320 RIVER RD
PENSACOLA, FL 32507

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2019 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid 11/18/2019 Receipt # WWW-19-0034636 $2,495.12 Paid By Ronald Anthony Baroco O

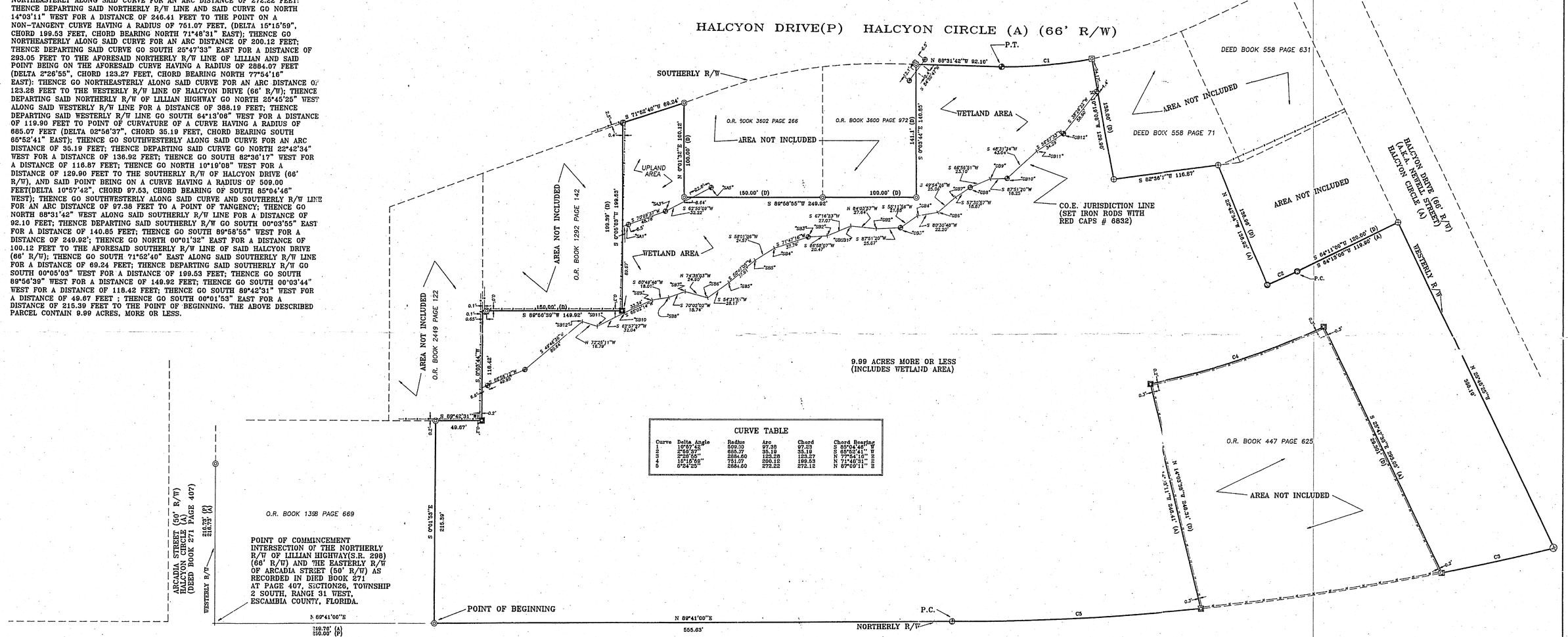
Anthony Barocco

BOUNDARY SURVEY

A PORTION OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA.

LEGAL DESCRIPTION(AS PREPARED PER CLIENTS REQUEST):

COMMENCING AT THE INTERSECTION OF THE NORTHERLY R/W LINE OF LILLIAN HIGHWAY (S.R. 298) (66' R/W) AND THE EASTERLY R/W LINE OF ACADIA STREET (50' R/W) AS RECORDED IN DEED BOOK 271 AT PAGE 407, SECTION 26, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89°41'00" EAST ALONG SAID NORTHERLY R/W FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 89°41'00" EAST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 555.63' TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 2884.60 FEET, (DELTA 05°24'25", CHORD 272.12 FEET, CHORD BEARING OF NORTH 87°09'11" EAST): THENCE GO NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 272.22 FEET: THENCE DEPARTING SAID NORTHERLY R/W LINE AND SAID CURVE GO NORTH 14°03'11" WEST FOR A DISTANCE OF 246.41 FEET TO THE POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 751.07 FEET, (DELTA 15°15'59", CHORD 199.53 FEET, CHORD BEARING NORTH 71°46'31" EAST); THENCE GO NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 200.12 FEET; THENCE DEPARTING SAID CURVE GO SOUTH 25°47'33" EAST FOR A DISTANCE OF 293.05 FEET TO THE AFORESAID NORTHERLY R/W LINE OF LILLIAN AND SAID POINT BEING ON THE AFORESAID CURVE HAVING A RADIUS OF 2884.07 FEET (DELTA 2°26'55", CHORD 123.27 FEET, CHORD BEARING NORTH 77°54'16" EAST): THENCE GO NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 123.28 FEET TO THE WESTERLY R/W LINE OF HALCYON DRIVE (66' R/W); THENCE DEPARTING SAID NORTHERLY R/W OF LILLIAN HIGHWAY GO NORTH 25°45'25" WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 388.19 FEET; THENCE DEPARTING SAID WESTERLY R/W LINE GO SOUTH 64°13'06" WEST FOR A DISTANCE OF 119.90 FEET TO POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 685.07 FEET (DELTA 02°56'37", CHORD 35.19 FEET, CHORD BEARING SOUTH 65°52'41" EAST); THENCE GO SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 35.19 FEET; THENCE DEPARTING SAID CURVE GO NORTH 22°42'34" WEST FOR A DISTANCE OF 136.92 FEET; THENCE GO SOUTH 82°36'17" WEST FOR A DISTANCE OF 116.87 FEET; THENCE GO NORTH 10°19'08" WEST FOR A DISTANCE OF 129.90 FEET TO THE SOUTHERLY R/W OF HALCYON DRIVE (66' R/W), AND SAID POINT BEING ON A CURVE HAVING A RADIUS OF 509.00 FEET(DELTA 10°57'42", CHORD 97.53, CHORD BEARING OF SOUTH 85°04'46" WEST): THENCE GO SOUTHWESTERLY ALONG SAID CURVE AND SOUTHERLY R/W LINE FOR AN ARC DISTANCE OF 97.38 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 88°31'42" WEST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 92.10 FEET; THENCE DEPARTING SAID SOUTHERLY R/W GO SOUTH 00°03'55" EAST FOR A DISTANCE OF 140.85 FEET; THENCE GO SOUTH 89°56'55" WEST FOR A DISTANCE OF 249.92'; THENCE GO NORTH 00°01'32" EAST FOR A DISTANCE OF 100.12 FEET TO THE AFORESAID SOUTHERLY R/W LINE OF SAID HALCYON DRIVE (66' R/W); THENCE GO SOUTH 71°52'40" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 69.24 FEET; THENCE DEPARTING SAID SOUTHERLY R/W GO SOUTH 00°05'03" WEST FOR A DISTANCE OF 199.53 FEET; THENCE GO SOUTH 89°56'39" WEST FOR A DISTANCE OF 149.92 FEET; THENCE GO SOUTH 00°03'44" WEST FOR A DISTANCE OF 118.42 FEET; THENCE GO SOUTH 89°42'31" WEST FOR A DISTANCE OF 49.67 FEET ; THENCE GO SOUTH 00°01'53" EAST FOR A DISTANCE OF 215.39 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAIN 9.99 ACRES, MORE OR LESS.



9.99 ACRES MORE OR LESS
(INCLUDES WETLAND AREA)

CURVE TABLE

Curve	Delta Angle	Radius	Arc	Chord	Chord Bearing
1	10°57'42"	509.00	97.38	97.23	S 85°04'46" W
2	2°56'37"	685.07	35.19	35.19	S 65°52'41" E
3	2°26'55"	2884.60	123.28	123.27	N 77°54'16" E
4	15°15'59"	751.07	200.12	199.53	N 71°46'31" E
5	5°24'25"	2884.60	272.22	272.12	N 87°09'11" E

NOTE: THE EXISTING FLAGS FOUND ARE LABELED "SB#_" & "GB#_"

NOTE: CORP OF ENGINEERS (C.O.E.) LINE IS AS PER FIELD LOCATION BY EDMISTEN & ASSOCIATES - ECOLOGICAL CONSULTANTS.

Surveyors Notes:

1. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.*
2. *Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.*
3. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)*
4. *Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.*
5. *Fence locations as shown are exaggerated and are not to scale for clarity purpose.*

LEGEND

°	Degree	R/W	Right of Way
'	Feet or Minutes	P.R.M.	Permanent reference monument
"	Inches or Seconds	R	Radius
N	North	R.P.	Radius Point
S	South	L.A.	Length of Arc
E	East	C.H.	Chord and Chord Bearing
W	West	Δ	Central Angle
P.C.P.	Permanent Control Point	B.S.L.	Building Setback Line
P.R.C.	Point of Reverse curve	(D)	Deed
P.C.	Point of Curvature	(A)	Actual field measurement
P.T.	Point of Tangency	(P)	Plat
P.O.C.	Point of Commencement	○	1/2" Iron rod-Found
P.O.B.	Point of Beginning	⊕	Capped Iron rod-Found (CHOCTAW)
		⊕	Capped Iron rod-Found ∅6832
		⊕	Capped Iron rod-Found

○	LAMP POST
◎	Iron Pipe Found
⊕	Capped Iron rod-set ∅6832
△	Nail & disk found
△	Nail & disk set ∅ 6832
□	Concrete Monument found
⊘	Utility Pole ⓜ Meter
E—E—E	Utility wires overhead
	Concrete or Pavement
N—N—N	Chain link fence
	Wooden fence
G—G—G	Buried Gas Line
BC—BC—BC	Buried Cable
	Covered area (porch, carport, etc.)
< >	Denotes Spot Elevations

LANDS END SURVEYING, INC.

Lands End Surveying, Inc.
14 Live Oak Street, Suite D - Gulf Breeze, Florida 32561
Telephone: 850-932-8585 FAX: 850-932-0004
Florida LB 6832

TYPE SURVEY	BOUNDARY SURVEY
BASIS OF BEARING	NORTHERLY R/T LILLIAN PER DEED
CLIENT	MR. BAARS

SCALE:	1" = 50'
FIELD DATE:	1/19/99
ORDER NO:	0864-98
FIELD BOOK:	45/41-45,45/69-72
DRAWN BY:	B.T.H.

REVISIONS	FIELD BOOK	DATE

© COPYRIGHT 1999 BY LANDS END SURVEYING, INC.
THIS MAP DRAWING IS PROTECTED FROM UNATHORIZED USE BY STATE AND FEDERAL COPYRIGHT ACTS. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.

SURVEYORS CERTIFICATE

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE GROUND SURVEY AND DRAWING AS SHOWN ARE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPING, PURSUANT TO RULE 61G17 AND SECTIONS 472.027 OF THE FLORIDA STATUTES.

LARRY E. STEGALL, P.L.S.
LELAND H. EMPIE, P.S.M.

JANUARY 19, 1999
DATE

PROFESSIONAL LAND SURVEYOR NO. 4747, STATE OF FLORIDA
PROFESSIONAL LAND SURVEYOR NO. 4424, STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Anthony Baroco

*Address: 14320 River Rd *City, State, Zip: Pensacola FL 32507

Email Address: anthonybaroco@bellsouth.net Phone: 850-529-4331

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2020-06

✓ In Favor _____ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

*Name: Sherrie Barco

*Address: 14320 River Rd *City, State, Zip: Pensacola, FL 32507

Email Address: SherrieBarco@aol.com Phone: 850-529-4330

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Patsy Kee

*Address: 801 Halcyon Circle *City, State, Zip: Pensacola, FL 32506

Email Address: PatsyKee57@yahoo.com Phone: 850-503-7391

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Ramona Taylor

*Address: 801 Halcyon Circle *City, State, Zip: Pensacola FL 32506

Email Address: monab251@yahoo.com Phone: 850-698-2565

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 6 July 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor ___X___ Against

*Name: Jeffrey Chambers

*Address: 290 Riola PL *City, State, Zip: Pensacola FL 32506

Email Address: Chambers_Jeffrey290@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 July 2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: 2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against Halycon apartments

*Name: Cheryl Chambers

*Address: 290 Riola *City, State, Zip: Pensacola 32506

Email Address: Cheryl.mil@hotmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Z-2020-6

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: _____ **Agenda Item Number/Description:** _____

_____ In Favor ___V___ Against

*Name: Ernestine A Deci

*Address: 655 Halcyon Cir *City, State, Zip: 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
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Speaker Request Form

Please Print Clearly

Meeting Date: Z-2020-6

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Wade Geci

*Address: 12500 Lillian Hwy City, State, Zip: 32506

Email Address: WNGeci@Bellsouth.Net Phone: 384 9575

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: MICHELLE WARREN

*Address: 800 HALCYON CIR *City, State, Zip: PENSACOLA, FL 32506

Email Address: MICHELLE.WARREN@BELLSOUTH.NET Phone: 205-902-5578

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
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www.myescambia.com

Did not speak.

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: JUL 6, 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

_____ In Favor __✓__ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: ROBERT KNIGHT

*Address: 636 HALCYON CIR *City, State, Zip: PENSACOLA, FL 32506

Email Address: BAYKNIGHTS@BELLSOUTH.NET Phone: 850-455-4177

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☑ ~~do not wish to speak but~~ would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

____ In Favor X Against

*Name: DOUGHAS Cecil

*Address: 12201 Halcyon Dr *City, State, Zip: Pensacola, Fl 32506

Email Address: GUARDIAN.DOUG@GMAIL Phone: 850-982-2207

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Chamber Rules

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 07/06/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ___✓___ Against

*Name: Sandy Griner

*Address: 770 Halcyon Circle *City, State, Zip: Pensacola, FL 32506

Email Address: Sanderssandy@icloud.com Phone: (850) 791-8791

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

____ In Favor ✓ Against

*Name: Robert Jernigan

*Address: 770 Halcyon Cir. *City, State, Zip: Pensacola, FL 32506

Email Address: _____ Phone: 850-791-8356

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 July 2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Mark Edwards

*Address: 630 Halcyon Cir *City, State, Zip: Pensacola, FL 32506

Email Address: edwmssb@gmail.com Phone: (225) 315-9712

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
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Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6, 2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Sheila A. Edwards

*Address: 630 Halcyon Circle *City, State, Zip: Pensacola FL 32506

Email Address: sheila61006@gmail.com Phone: 225-315-9760

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
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Public Hearing
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Please Print Clearly

Meeting Date: JULY 6 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: FRANK KOSKIC

*Address: 640 HALCYON CIR *City, State, Zip: PENSACOLA

Email Address: FRANKKOSKIE@GMAIL.COM Phone: 850 221 9430

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

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Meeting Date: 06JUL20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: JORDAN WALLS

*Address: 8084 CASTLE POINTE WAY *City, State, Zip: Pensacol, FL, 32506

Email Address: JORDAN.WALLS345@GMAIL.COM Phone: 512-921-3861

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: HARRY HUELSBECK

*Address: 1017 JAMIE DR. *City, State, Zip: PENSACOLA, FL 32506

Email Address: HARRY.HUELSBECK@GMAIL.COM Phone: 757-343-5218

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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Meeting Date: Jul 6 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: ✓

_____ In Favor ____✓__ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Tammy Koskie

*Address: 640 Halcyon Cir *City, State, Zip: Pensacola FL 32506

Email Address: Frank.Koskie@gmail.com Phone: 850 341 9992

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☑ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/06/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Thomas R Warren

*Address: 800 Halcyon Circle *City, State, Zip: Pensacola, FL 32506

Email Address: warren12@bellsouth.net Phone: 205-540-5464

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Brian J. Barr

*Address: 762 Halcyon Cir *City, State, Zip: Pensacola, FL 32506

Email Address: DynamicAnalysis@cox.net Phone: 850 393 1726

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 July 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: 06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Barbara Albrecht

*Address: 1528 E. Brainerd St. *City, State, Zip: Pensacola, FL 32503

Email Address: Panhandlewatershed@gmail.com Phone: 850-384-6696

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign ☒ invitation by Community.

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/5/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020 06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Nancy Barr

*Address: 762 Halcyon Cir *City, State, Zip: PENS 32506

Email Address: Barrharbor@cox.net Phone: 850-393-1685

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/5/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020-06 OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: CHARLES O. HAMILTON

*Address: 1932 CROWN POINTE BLVD. *City, State, Zip: PENSACOLA, FL 32506

Email Address: chamil6@bellsouth.net Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6, 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020 06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Mary Strawbridge

*Address: 2009 Crown Pointe Blvd *City, State, Zip: Pensacola, FL 32506

Email Address: strawbridgeD1@aol.com Phone: 5712437927

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 July 2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2020-06 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Thomas P Hatch

*Address: 1965 Croupn Point Blvd *City, State, Zip: 32506

Email Address: tphatch@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Jennifer Rahban

*Address: 12075 Lillian Hwy *City, State, Zip: Pensacola FL 32506

Email Address: jen.rahban@gmail.com Phone: 850.221.4660

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor ✓ Against

*Name: E. G. PRESLEY

*Address: 12190 HALCYON DR *City, State, Zip: PENSACOLA 32506

Email Address: egpresley257@gmail.com Phone: 850-712-6345

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2016

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Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~Z-~~ Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

____ In Favor X Against

*Name: EDWARD LANCE PRESLEY

*Address: 8606 KLONDIKE RD *City, State, Zip: PENSACOLA, FL 32526

Email Address: preskylance88@gmail Phone: (850) 346 3852

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign
Neighbors

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-6

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Richard Hawkins

*Address: 950 Joaquin Road *City, State, Zip: Pensacola, FL 32506

Email Address: rahawk1@cox.net Phone: 850-393-5170

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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Speaker Request Form

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Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-6

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Paul Hawkins

*Address: 931 Joaquin Road *City, State, Zip: Pensacola, FL 32506

Email Address: bbqpaulhawkins Phone: 850-292-8602

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

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Meeting Date: 6 July, 2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: 2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Thomas Haines

*Address: 730 Halcyon Cir *City, State, Zip: Pensacola, FL 32506

Email Address: tom.haines.4@gmail.com Phone: 850.377.1248

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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01/2016

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Escambia County Planning Board
Public Hearing
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Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing **Rezoning Case #:** 2006 Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Emily Smith

*Address: 781 Halcyon Circle *City, State, Zip: Pensacola, FL 32506

Email Address: hgesmom@icloud.com Phone: 901-270-5244

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
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Speaker Request Form

Please Print Clearly

Meeting Date: Jul 6, 2020

Rezoning Quasi-judicial Hearing ~~X~~ OU OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:** _____

_____ In Favor ✓ Against

*Name: Angela Windham

*Address: 8076 CastlePointe Way *City, State, Zip: Pensacola FL

Email Address: Flgirl4x4@gmail.com Phone: 221-8267

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☒ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

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Meeting Date: 7/06/2020

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Katelyn Mines

*Address: 898 Miramar Drive *City, State, Zip: Pensacola, FL, 32506

Email Address: Kmines107@gmail.com Phone: 850-417-4812

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-~~20~~ 06 **OR**

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Thomas Hix

*Address: 898 Miramar Drive *City, State, Zip: Pensacola, FL, 32506

Email Address: _____ Phone: 210-376-1562

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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01/2016

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing X OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Alexis Mintes

*Address: 1051 Spanish Moss *City, State, Zip: Pensacola, FL 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 Jul 2024

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06 (100)

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Elliot Bowden

*Address: 876 Miramar Dr *City, State, Zip: Pensacola FL 32506

Email Address: ebawden8@gmail.com Phone: 9193647967

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing
Rezoning Case #: 202006

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Ellen Roston

*Address: 1952 Cumm Pt Blvd *City, State, Zip: Pensacola FL 32506

Email Address: ekroston@aol.com Phone: 453-0730

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
☐ would like to be notified of any further action related to the public hearing item.
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Speaker Request Form

Please Print Clearly

Meeting Date: 6 JUL 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Veronica Bawden

*Address: 876 Miramar Drive *City, State, Zip: Pensacola, FL 32506

Email Address: veropwa@gmail.com Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-06-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Kim Birthright

*Address: 751 Halcyon Cir *City, State, Zip: Pensacola, FL 32506

Email Address: kmbirthright@gmail.com Phone: 377-7323

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
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01/2016

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 Jul 20

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2202006

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Lupe Birthright

*Address: 751 Halcyon Circle *City, State, Zip: Pensacola, FL 32506

Email Address: alexreef333@gmail.com Phone: 850 377 7277

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Chamber Rules

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3481 - FAX
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 JULY 2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Robert Johnson

*Address: 805 MIRAMAR DR *City, State, Zip: PENSACOLA FL 32506

Email Address: yankeetango41@gmail.com Phone: 850-221-7102

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign Neighbors

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6 2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Jennifer Lee Johnson

*Address: 805 Miramar Dr *City, State, Zip: Pensacola, FL 32506

Email Address: Jenleeallen@gmail.com Phone: 850-255-0893

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign Neighbors

Please indicate if you:

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Escambia County Planning Board
Public Hearing
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Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against Did speak Did not speak

*Name: ~~Rex~~ JENSON FOR LISA PALMQUIST

*Address: 10860 SILVER CREEK *City, State, Zip: PENSACOLA 32506

Email Address: FEMA4GUY@HOTMAIL.COM Phone: 570-778-3020

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 07/06/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: RAYMOND J. BOWNE

*Address: 7928 AMETHYST DR. *City, State, Zip: PENSACOLA, FL 32506

Email Address: rjbowne@hotmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☑ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Speaker Request Form

Please Print Clearly

Meeting Date: 6 July 2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: #2 (B)

_____ In Favor X Against

*Name: Patricia Cornish

*Address: 765 Miramar *City, State, Zip: Pensacola FL 32506

Email Address: cornishp@earthlink.net Phone: 850-380-3806

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 July 20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: # 2

____ In Favor X Against

*Name: Steve Cornish

*Address: 765 Miramar Dr *City, State, Zip: Pensacola 32506

Email Address: cornishs@erols.com Phone: 850-380-0787

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Mark Francis

*Address: 775 Miramar Pl *City, State, Zip: Pensacola, FL 32506

Email Address: Mfrancis12@cox.net Phone: 850 384 3434

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: 20-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: PHILLIP KITTELL

*Address: 12230 HALCYON DR *City, State, Zip: PENS. 32506

Email Address: kittell@cox.net Phone: 850-380-8870

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign NEIGHBOR

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: 20-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: LISA KIRKMAN

*Address: 12230 HALCYON DR. *City, State, Zip: PENSACOLA 32506

Email Address: kirkman@cox.net Phone: 850-455-1500

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign NEIGHBOR

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

_____ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Namrata Advani

*Address: 775 Miramar Dr *City, State, Zip: Pensacola, FL

Email Address: advaninam@yahoo.com Phone: 850-324-6136

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 06 Jul 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2006

√ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Tammy Dyess

*Address: 671 Halcyon Circle *City, State, Zip: Pensacola FL 32506

Email Address: bralynd25@gmail.com Phone: 563-212-9118

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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01/2016

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 06 JUL 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2020-06

√ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Michael Dyess

*Address: 671 Halcyon Circle *City, State, Zip: Pensacola FL 32506

Email Address: Chiefdyess@gmail.com Phone: 850 346 1945

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6, 2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: Rosemary "Jana" A. Graves

*Address: 740 Yalcyon Cir *City, State, Zip: Pensacola, Fl. 32506

Email Address: jana.graves@yahoo.com Phone: 850-530-1568

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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01/2016

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Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Karrie Galvano

*Address: 750 Halcyon *City, State, Zip: Pensacola, FL 32506

Email Address: kegalvano@gmail.com Phone: 620-778-3521

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Exhibit entered into Record

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-06 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: Christine M. Schuster

*Address: 2019 Lollian Hwy *City, State, Zip: Pensacola 32506

Email Address: K1452830@cox.net Phone: 457-6755

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against

*Name: JANet B STROCK

*Address: 845 Miramar Dr *City, State, Zip: Pensacola fl 32506

Email Address: JANets1@cox.Net Phone: 850-572-1185

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Chamber Rules

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3481 - FAX
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Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Halcyon **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Nancy Lopez

*Address: 1989 Crown Pointe Blvd. *City, State, Zip: Pensacola, Fl. 32506

Email Address: Nancy.Lopez1363@gmail.com Phone: 251 272 0001

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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☑ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Did not speak.

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Jacob Wagner

*Address: 7372 Fabiano St. *City, State, Zip: Pensacola, FL 32506

Email Address: sathyone1985@hotmail.com Phone: (850) 418-1132

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:
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01/2016

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Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ___V___ Against

*Name: Barbara LEVY

*Address: 1753 Beachside Dr *City, State, Zip: 32506

Email Address: babs3519@gmail.com Phone: 850-572-7099

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Did not speak.

Please Print Clearly

Meeting Date: 7-

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: MICHAELE-ANN QUIGLEY

*Address: 780 HALCYON CIR *City, State, Zip: PENS FL 32506

Email Address: RANGERMICK@BELLSOUTH.NET Phone: 850-456-0890

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Did not speak.

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-6 **Agenda Item Number/Description:**

_____ In Favor X Against

*Name: JOHN ROBERTI

*Address: 1973 Crowne Pointe *City, State, Zip: Pensacola 32506

Email Address: John.Robertiecox.com Phone: 703 795 4193

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Did not speak.

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-6

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Norma Hawkins

*Address: 931 Joaquin Road *City, State, Zip: Pensacola, FL 32506

Email Address: bbqpaulhawkins Phone: 850-292-8602

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Did speak

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Shane Wood

*Address: 898 Sterlins Cty *City, State, Zip: Pensacola FL

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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did not speak

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Donna C. Wood

*Address: 896 Sterling Way *City, State, Zip: Pensacola FL 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z2020-06 **Agenda Item Number/Description:**

____ In Favor ✓ Against

*Name: David N. Cook

*Address: 6016 Wild Heron Way *City, State, Zip: Pensacola 32506

Email Address: dcook3910@gmail.com Phone: (901) 355-7700

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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Did not speak

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2020-6

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: DEBORAH THATUM

*Address: 12093 LILLIAN HWY *City, State, Zip: PENS

Email Address: tatw8745@bellsouth.net Phone: 334-703-7585

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

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Did not speak

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/2020

Rezoning Quasi-judicial Hearing 12000 Block **OR** **Regular Planning Board Meeting**

Rezoning Case #: Halcyon **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Karen Penn

*Address: 1989 Crown Pointe Blvd City, State, Zip: Pensacola FL 32506

Email Address: Karen.Penn4@gmail.com Phone: 850-377-1785

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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01/2016

INFO ONLY

OPPOSED TO REZONING
HALCYON CIRCLE PROJECT

PRINTED NAME	SIGNATURE	ADDRESS	PHONE OR EMAIL CONTACT
LISA KIRKMAN	[signature]	12230 HALCYON DR.	Kirkman@cox.net 850-516-8004
Brenda Presley	[signature]	760 Halcyon Circle	brenda_presley@hotmail.com 808 392 8482
Melanie Hampton	Melanie Hampton	12039 Lillian Hwy	(850)457-4223 Mel1200@cox.net
Christine Schuster	[signature]	12019 Lillian Hwy	850-457-6755 Krus283@cox.net
Nick Yonke	[signature]	810 Halcyon Cir	850-292-6358
Kellye Lee	[signature]	816 Sterling Way	850-712-4515 MORAN
HJ HANNEMAN	[signature]	2013 Crown Pt Blvd	HJHanneman@yahoo.com
Mary Strawbridge	Mary Strawbridge	2009 Crown Pointe Blvd	strawbridgeD2@yahoo.com
Dan Strawbridge	[signature]	2009 Crown Pointe Blvd	Strawbridge D1@aol.com
Margaret Welch Murphy	[signature]	2005 Crown Pointe Blvd	megwelchmurphy@outlook.com
TATUM DEBBIE	D. Tat	12093 Lillian	tatu8745@bellsouth.net
Barb Lenn	Barbara Lenn	1753 Beachside Dr 32506	babs3519@gmail.com
Becky Durr	Becky Durr	710 Halcyon Cr.	danceforjoy7@gmail.com
Ernestine [illegible]	[signature]	650 Halcyon	
BARRY KEE	[signature]	801 HALCYON CIR	BARRYKEE62@YAHOO.COM
Victor Hultstrand	[signature]	930 JOAQUIN Rd	surfer_vic@hotmail.com
Kim Birthright	Kim Birthright	751 Halcyon Cir	kmbirthright@gmail.com
JANET STRUCK	Janet STRUCK	845 Miramar Dr.	JanetS1@cox.net
DON NELSON		404-630-2022	
Steve Cornish		765 Miramar Dr.	cornishs@erols.com
Chay Ambers	[signature]	Rula PL	cherylmill@hotmail.com
Kenny Brown	[signature]	856 Sterling Way	Kbfym21@gmail.com
Angela Windham	[signature]	8076 Castle Pointe way	Flgrl4x4@gmail.com
Elliot Bawden	[signature]	876 Miramar Dr	veropura@gmail.com

Schuster Exhibit 1

OPPOSED TO REZONING
HALCYON CIRCLE PROJECT

PRINTED NAME	SIGNATURE	ADDRESS	PHONE OR EMAIL CONTACT
LEE+LINDA TROM		731 HALCYON CIR	850 281 3430
MICKEY GRIGLEY		780 HALCYON	850-255-1013 RANGERMICK@Bellsouth.NET
Anne Walls		8084 Castlepointe Way	(443) 808-3702 anneriano@hotmail.com
Jordan Walls			(512) 921-3882 Jordan.BWalls34@gmail.com
RJ MILAN		621 HALCYON CIR	(401) 662-7413 MILANFAMILY1.2.3.4@GMAIL.COM
SARA MILAN	BY DIRECTION, DEPLOYED	"	(706) 338-5176
Thomas Hatch		196 Crown Point Blvd	850-287-4139 tphatch@gmail.com
Thomas Hix		898 Miramar Drive	210-376-1562 Hix.T.A.USN@gmail.com
Jennifer Johnson		805 Miramar Dr	850-255-0893 Jenleeallen@gmail.com
Robert Johnson		805 Miramar Dr	850-221-7102 Yankeetango41@gmail.com
Jennifer Cochran		806 Castle Pointe	850-206-8875 jennifercoch@att.net
Gerald Cochran		806 Castle Pointe	850-455-0923 Gecoch@att.net
Rebecca Bonne		7938 Amethyst Dr	850-619-7077 rjcbonne@aol.com
RAY BONNE		7928 AMETHYST DR	(850) 619-1183
Thomas Haines		730 Halcyon CIR	850 377-1248 tom.haines.4@gmail.com
Deana Haines		730 Halcyon Cir	850 377-1252 Klassy Fla 1@cox.net
Sheila Edwards		630 Halcyon Circle	225-315-9760 sheilae1000@gmail.com
GARY PRESLEY		12190 Halcyon Dr.	850-712-6345 egpresley257@gmail.com
Kayla Williamson		897 Sterling Way	8504179107 Kaylamarie.email@gmail.com
FRANK KOSKIE		640 HALCYON CIR	8502219430 FRANKKOSKIE@GMAIL.COM
MICHELLE WARREN		800 HALCYON CIR	205 902-5578 MICHELLE.WARREN@bellsouth.net
Jeff Lysaght		868 MIRAMAR DR	850 292 5178 Jeff_Lysaght@HOTMAIL.COM

OPPOSED TO REZONING
HALCYON CIRCLE PROJECT

PRINTED NAME	SIGNATURE	ADDRESS	PHONE OR EMAIL CONTACT
Brian BARR	[signature]	762 Halcyon Cir	850 393 1726 bbarr@daitab.com
JOSEPH BREWER	[signature]	7946 CASTLE POINTE WAY	801-616-2373
Emily Smith	Emily Smith	781 Halcyon Circle	901-270-5244 hgesmom@icloud.com
Mark Edwards	[signature]	630 Halcyon Circle	225-315-9772 edwmssb@gmail.com
LES SENFT	[signature]	10860 LILLIAN HWY.	
ROBERT KNIGHT	[signature]	636 HALCYON CIR	850-207-0162
Richard Hawkins	[signature]	950 Joaquin Rd	850-393-5170
Brian Smith	[signature]	781 Halcyon Cir	850-490-1606 smithfsu@hotmail.com
Michele Hawkins	Michele D Hawkins	950 Joaquin Rd	850-377-3714 michele.hawkins@cox.net
JAKE WAGNER		830 Miramar Dr.	850-418-1132
Nancy Barr	[signature]	762 Halcyon Cir	Barrharbor@cox.net
Sandy Sanders		Halcyon Cir	
Barbara Albrecht	[signature]	1528 E Brainerd St. 32503	850-384-6696 Panhandlewatershed@gmail.com
JANA GRAVES	JANA GRAVES	740 HALCYON CIR	850.530.1568 jana.graves@yahoo.com
HANK GRAVES	HANK GRAVES	740 HALCYON CIR	850.458.0962 HANK.GRAVES@YAHOO.COM
William Hudspeth	William Hudspeth	760 Halcyon Cir.	808 392-2570
Tom Warren	Tom Warren	800 HALCYON Cir	warren12@bellsouth.net 205-540 5464
PHIL KITTELL	[signature]	12230 HALCYON DR.	Kittell@cox.net 380-8870
Katelyn Mines	[signature]	898 Miramar Dr.	Kmines107@gmail.com 850-417-4812
Alexis Mines	[signature]	1051 Spanish Moss Dr	850-748-4062
JAKE WAGNER	J. D. Wagner	830 Miramar Dr	saltyone1985@hotmail.com
Wade Geci	Wade Geci	12500 Lillian Hwy	850 384 9575

OPPOSED TO REZONING
HALCYON CIRCLE PROJECT

PRINT NAME	SIGNATURE	ADDRESS	PHONE OR EMAIL CONTACT
Mark Francis	[illegible]	775 Miramar Dr.	Mfrancisf2@cox.net
Namrata Advani	[illegible]	775 Miramar Dr.	advaninam@yahoo.com
Don Nelson	[illegible]	795 Miramar Dr	donaldnelson22@yahoo
Wendy Nelson	[illegible]	795 Miramar Dr	wnelson2825@yahoo.com
Karrie Galvano	Karrie Galvano	750 Halcyon Cir.	Kegalvano@gmail.com
Lupe Birthright	[illegible]	751 Halcyon Cir	alexreef333@gmail.com
Donna C Wood	[illegible]	896 Sterling Way	Donnazemail@hotmail.com
Oliver Shane Wood	[illegible]	896 Sterling Way	rezthanin@gmail.com
DOUG Cecil	[illegible]	12201 Halcyon Dr	GUARDIAN.DOUG@GMAIL
Sandy Griner	[illegible]	770 Halcyon Circle	Sanderssandy@icloud.com
Robert Jernigan	[illegible]	770 Halcyon Circle	850-791-8356
Dannie Mi[illegible]	[illegible]	1051 Spanish Mea	850 524-6021

Crown Pointe Phase I Home Owners Association

Petition AGAINST Case Z-2020-06

NAME	SIGNATURE	ADDRESS	PHONE	EMAIL
DEBORAH TATUM	Deborah Tatum	12093 Lillian	334-703-7585	tatu8745@bellsouth.net
FRANK JOHNSON	Frank Johnson	12011 Lillian	850-455-6170	millview5@cox.net
Melanie A. Hampton	Melanie Hampton	12039 Lillian	850-457-4223	MEL1200@cox.net
BRANSON RUTHERFORD	Branson Rutherford	12049 LILLIAN	850-206-5637	BRANSONR22@AOL.COM
Lynda Hinnant	Lynda Hinnant	12029 Lillian	321-6100	lyndaP.Hinnant@yahoo.com
Jon Klous	Jon Klous	12065 Lillian Hwy.	850-454-9799	JonKlous1962@gmail.com
Bobbie Klous	Bobbie Klous	12065 ~~12065~~ Lillian Hwy	850 377-9790	cato-jr@yahoo.com
Mary Martin	Mary Martin	12081 Lillian Hwy	850 457-0380	—
Jennifer Rathbun	Jennifer Rathbun	12075 Lillian Hwy	850-221-4660	jenn.rathbun@gmail.com
Jennifer Tighe	Jennifer Tighe	12099 Lillian Hwy	850-261-2574	dpm3frogs@yahoo.com
Matthew A. Tighe,	Matthew A. Tighe	12099 Lillian Hwy	850-776-~~930~~ 9730	matighe18@yahoo.com
Christine M. Schuster	Christine M. Schuster	12019 Lillian Hwy	850-457-6755	Krys283@cox.net
Stephen C. Burke	Stephen C. Burke	12089 Lillian Hwy	850 5163970	Scburke98@bellsouth.net

Schuster exhibit 1

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **June 29, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2020-6**

TTO Staff has reviewed the Rezoning Case Z-2020-6 Halcyon Circle (MDR to COM), agenda item for the Planning Board meeting scheduled for July 2, 2020. Please see the below comments.

Halcyon Circle is a 2-lane roadway without paved shoulders. The roadway is approximately 21 feet wide. The right-of-way width is 50 feet.

Halcyon Circle is classified as a local road and is not included in the Florida-Alabama TPO's Congestion Management Process Plan. The property in question has some frontage on Lillian Highway which has 2019 daily traffic count of 20,000.

The project meets the locational criteria associated with a nearby generator - C. Compatibility with Surroundings (Greer's) of 600 daily trips or more.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Christine Fanchi, TTO Division, Engineering Department
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18258 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on July 6, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2020-05 and Z-2020-06 were heard by the Planning Board on July 6, 2020. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2020-05**
Address:	8838 Fowler Avenue
Property Reference No.:	10-1S-30-1101-081-001
Property Size:	2.40 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)

Case No.:	**Z-2020-06**
Address:	Halcyon Circle
Property Reference No.:	26-2S-31-1000-004-001
Property Size:	9.99 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)

DRAFT

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18262 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2020-02
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2020-02

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2020-02, changing the Future Land Use category of a parcel within Section 34, Township 2S, Range 30W, Parcel # 0061-000-002, totaling 7.5 (+/-) acres, located on Westover Street, from Commercial (C) to Mixed-Use Suburban (MU-S).

BACKGROUND:

The small-scale amendment to the Future Land Use (FLU) map of the County proposes to change the FLU category of a parcel on a 7.5 (+/-) acres from commercial (C) to Mixed-Use Suburban.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

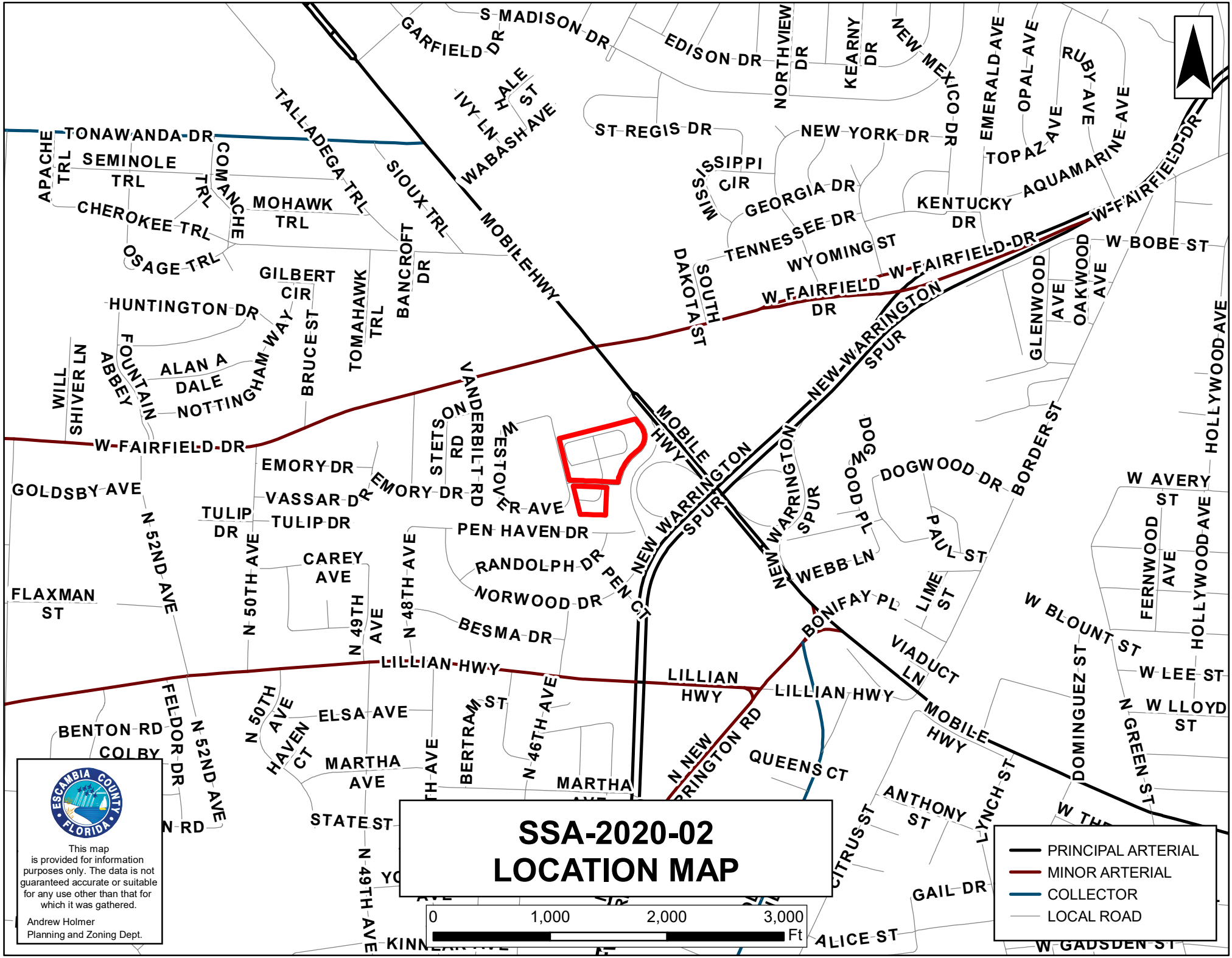
IMPLEMENTATION/COORDINATION:

This Ordinance amending the FLUM of the Comprehensive Plan will be filed with the Department of State following adoption by the BCC. Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to staff and interested citizens. The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Working Case File
Draft Ordinance

SSA-2020-02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NEW MEXICO DR
EMERALD AVE
OPAL AVE
RUBY AVE
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TOPAZ AVE
IVY LN
HALE ST
WABASH AVE
ST REGIS DR
NEW YORK DR
TONAWANDA DR
APACHE TRL
SEMINOLE TRL
COMANCHE TRL
CHEROKEE TRL
MOHAWK TRL
OSAGE TRL
TALLADEGA TRL
SIOUX TRL
MOBILE HWY
MISSISSIPPI CIR
GEORGIA DR
TENNESSEE DR
KENTUCKY DR
WYOMING ST
SOUTH DAKOTA ST
W FAIRFIELD DR
GILBERT CIR
HUNTINGTON DR
TOMAHAWK TRL
BANCROFT DR
BRUCE ST
WILL SHIVER LN
FOUNTAIN ABBEY
ALAN A DALE
NOTTINGHAM WAY
GLENWOOD AVE
OAKWOOD AVE
W BOBE ST
HOLLYWOOD AVE
NEW WARRINGTON SPUR
STETSON RD
VANDERBILT RD
WESTOVER AVE
EMORY DR
VASSAR DR
TULIP DR
TULIP DR
GOLDSBY AVE
N 52ND AVE
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CAREY AVE
PEN HAVEN DR
RANDOLPH DR
NORWOOD DR
PEN CT
DOGWOOD PL
DOGWOOD DR
BORDER ST
PAUL ST
WEBB LN
LIME ST
BONIFAY PL
VIADUCT LN
W AVERY ST
FERNWOOD AVE
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W LEE ST
W LLOYD ST
N GREEN ST
DOMINGUEZ ST
FLAXMAN ST
BESMA DR
LILLIAN HWY
LILLIAN HWY
LILLIAN HWY
FELDOR DR
BENTON RD
COLBY
N 50TH AVE
HAVEN CT
ELSA AVE
BERTRAM ST
N 46TH AVE
MARTHA AVE
MARTHA
STATE ST
N NEW WARRINGTON RD
QUEENS CT
MOBILE HWY
ANTHONY ST
LYNCH ST
CITRUS ST
GAIL DR
ALICE ST
W GADSDEN ST
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SSA-2020-02
LOCATION MAP
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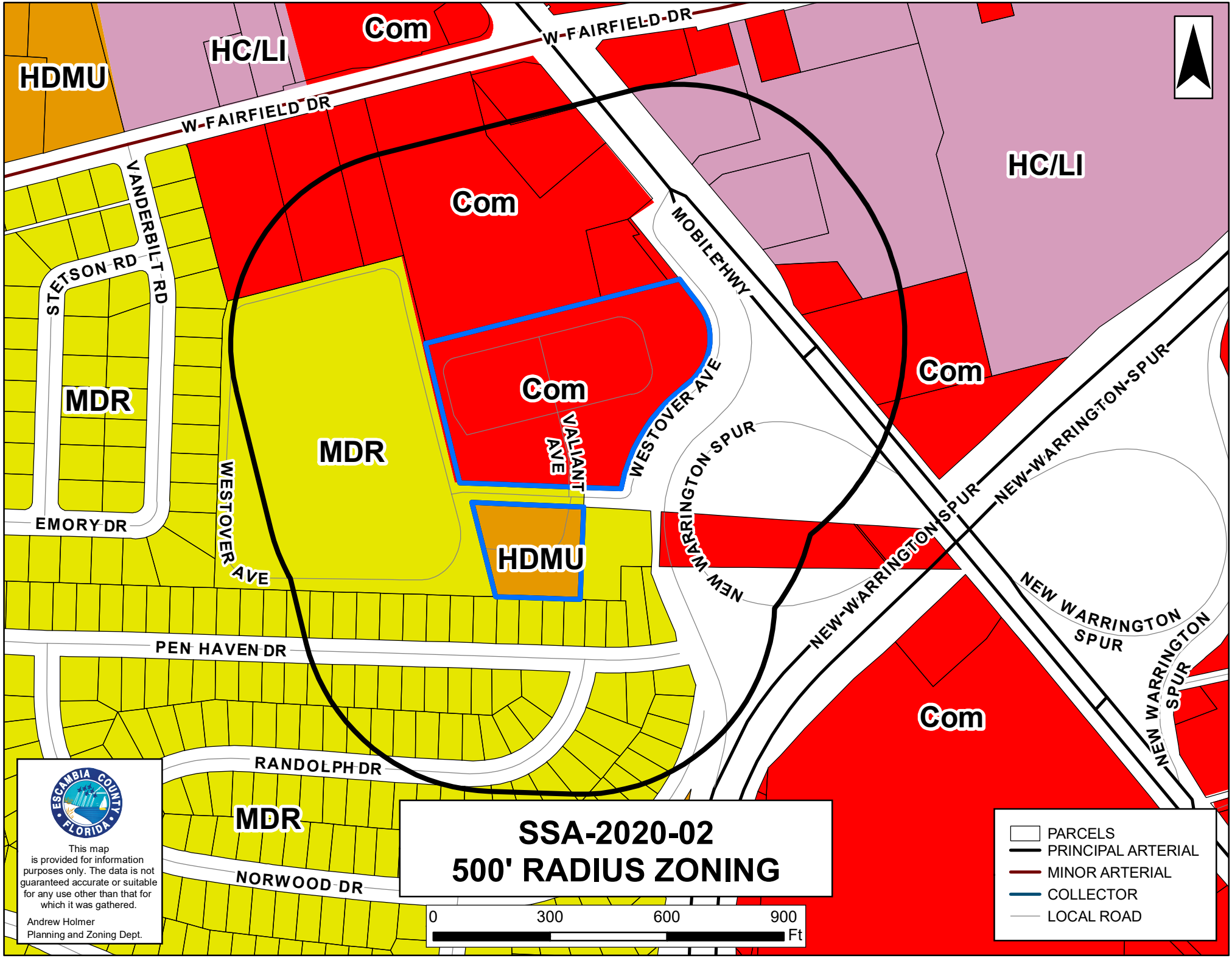
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


HDMU
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NORWOOD DR
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
SSA-2020-02
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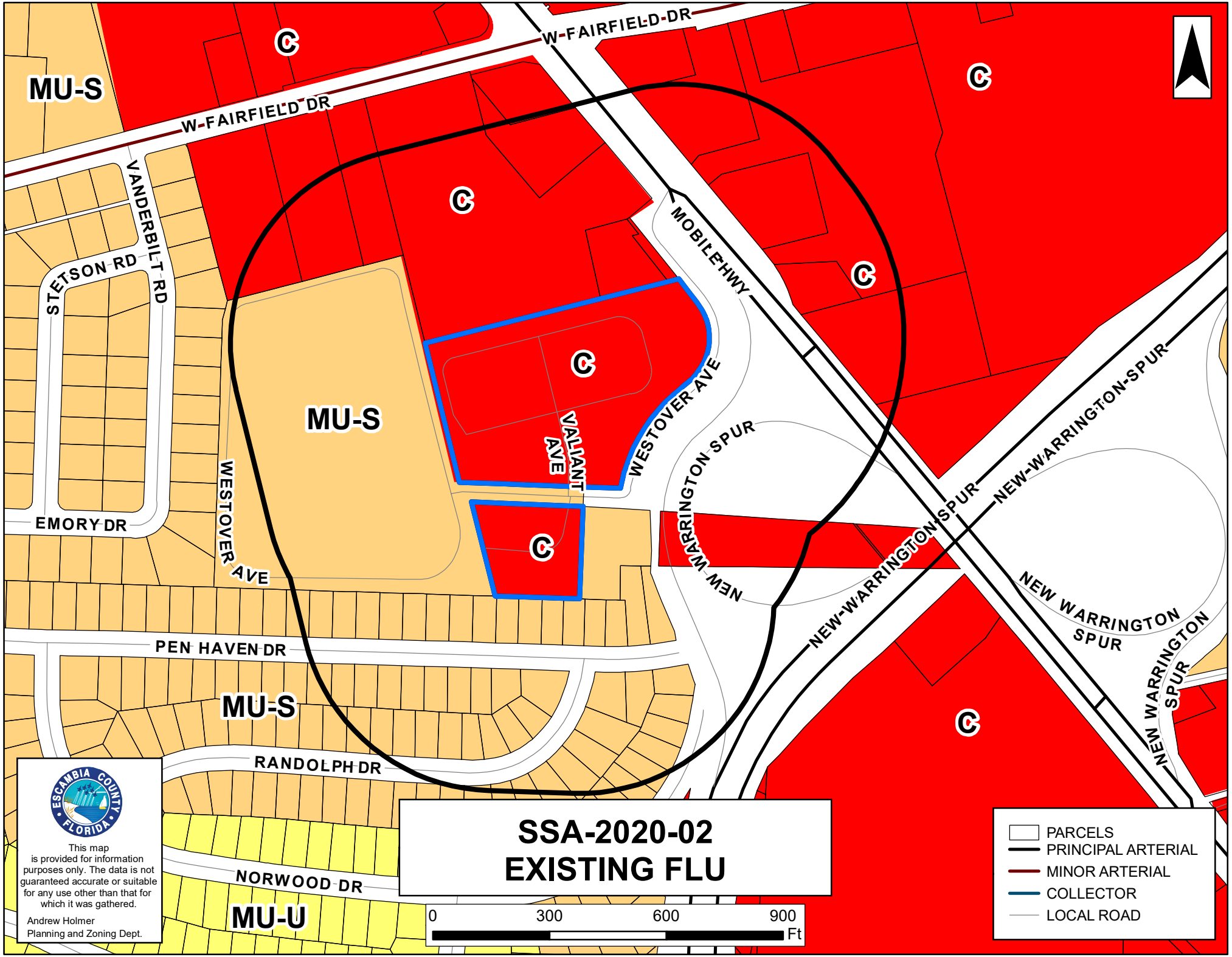
LOCAL ROAD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Andrew Holmer
Planning and Zoning Dept.
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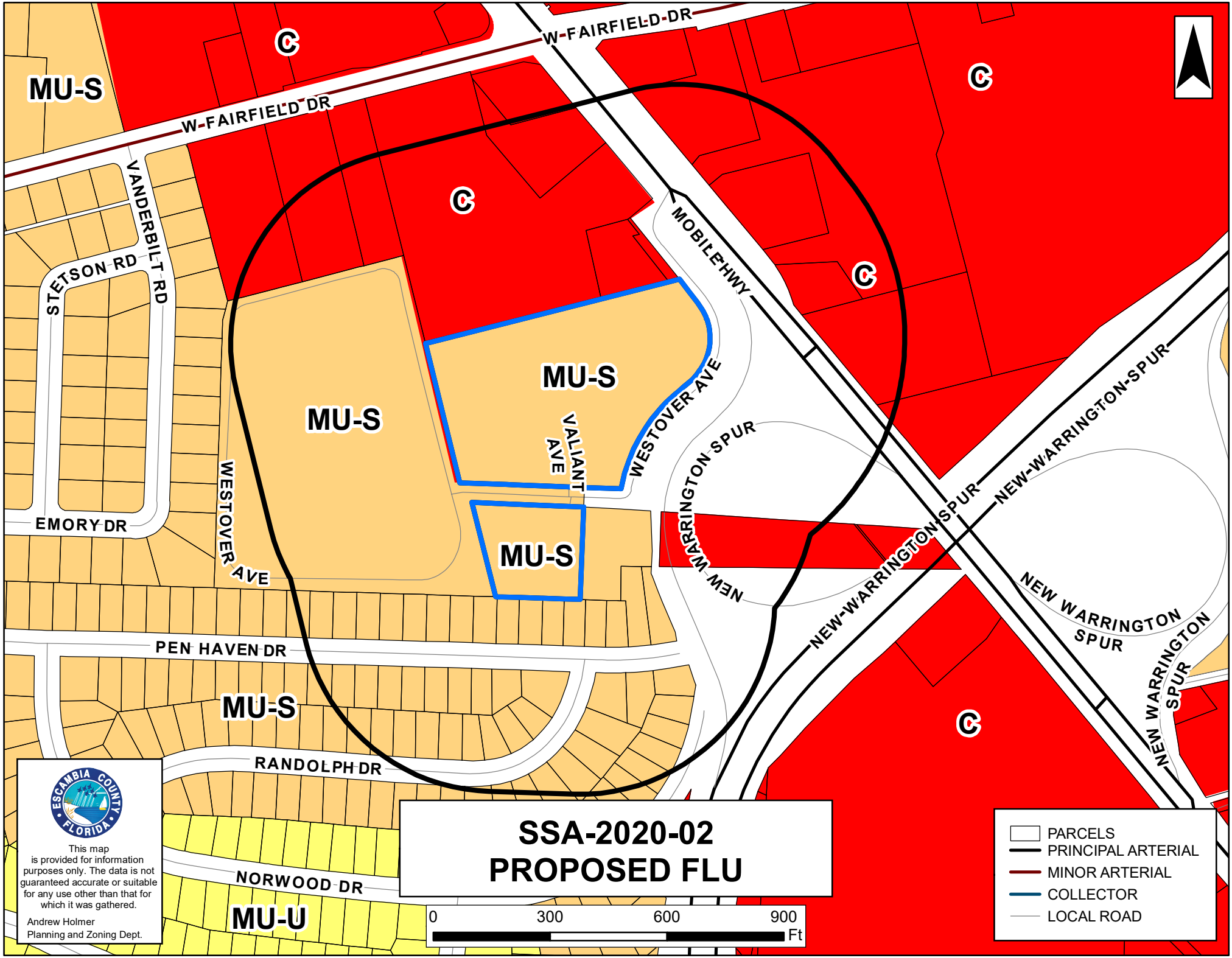
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
SSA-2020-02
PROPOSED FLU
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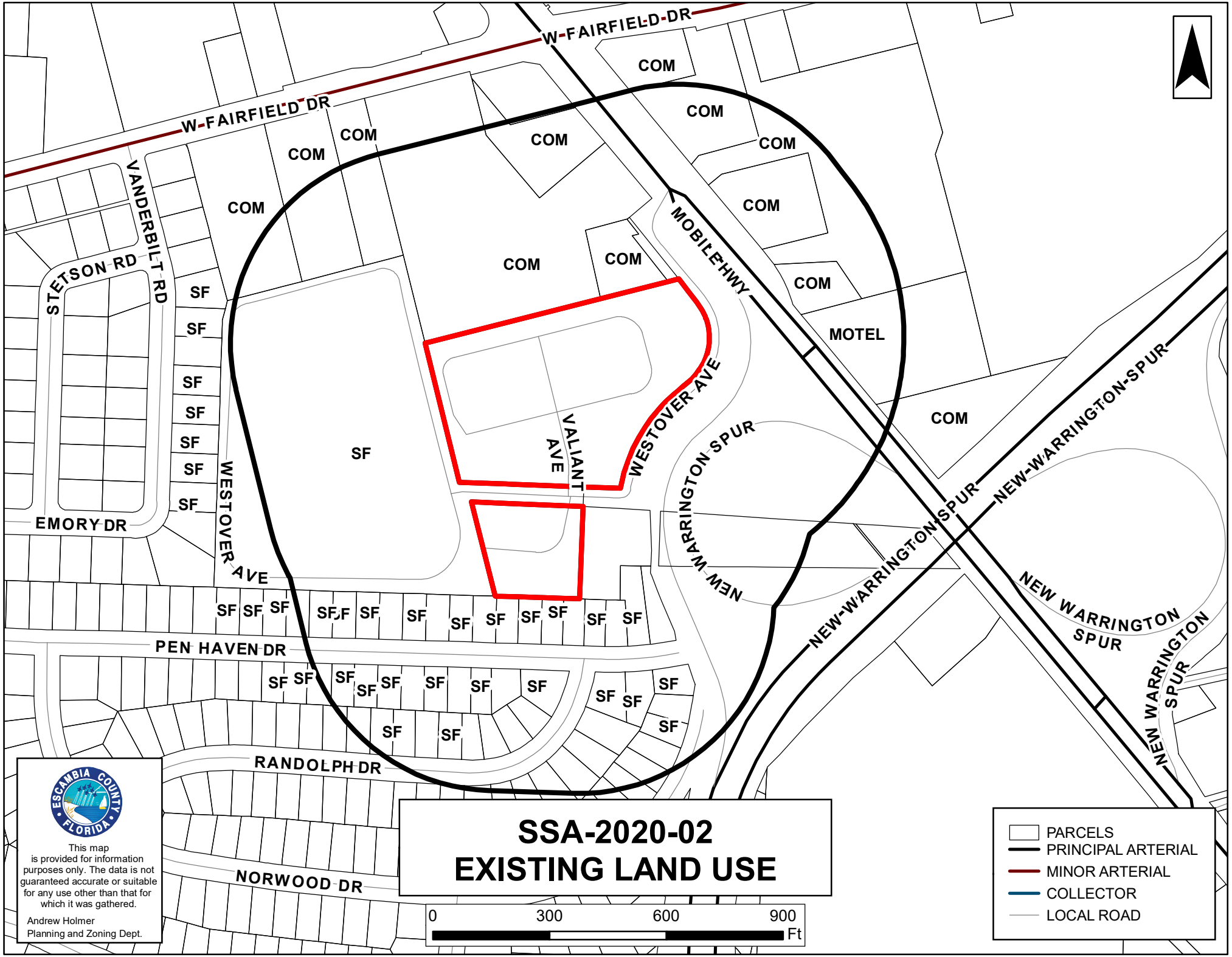
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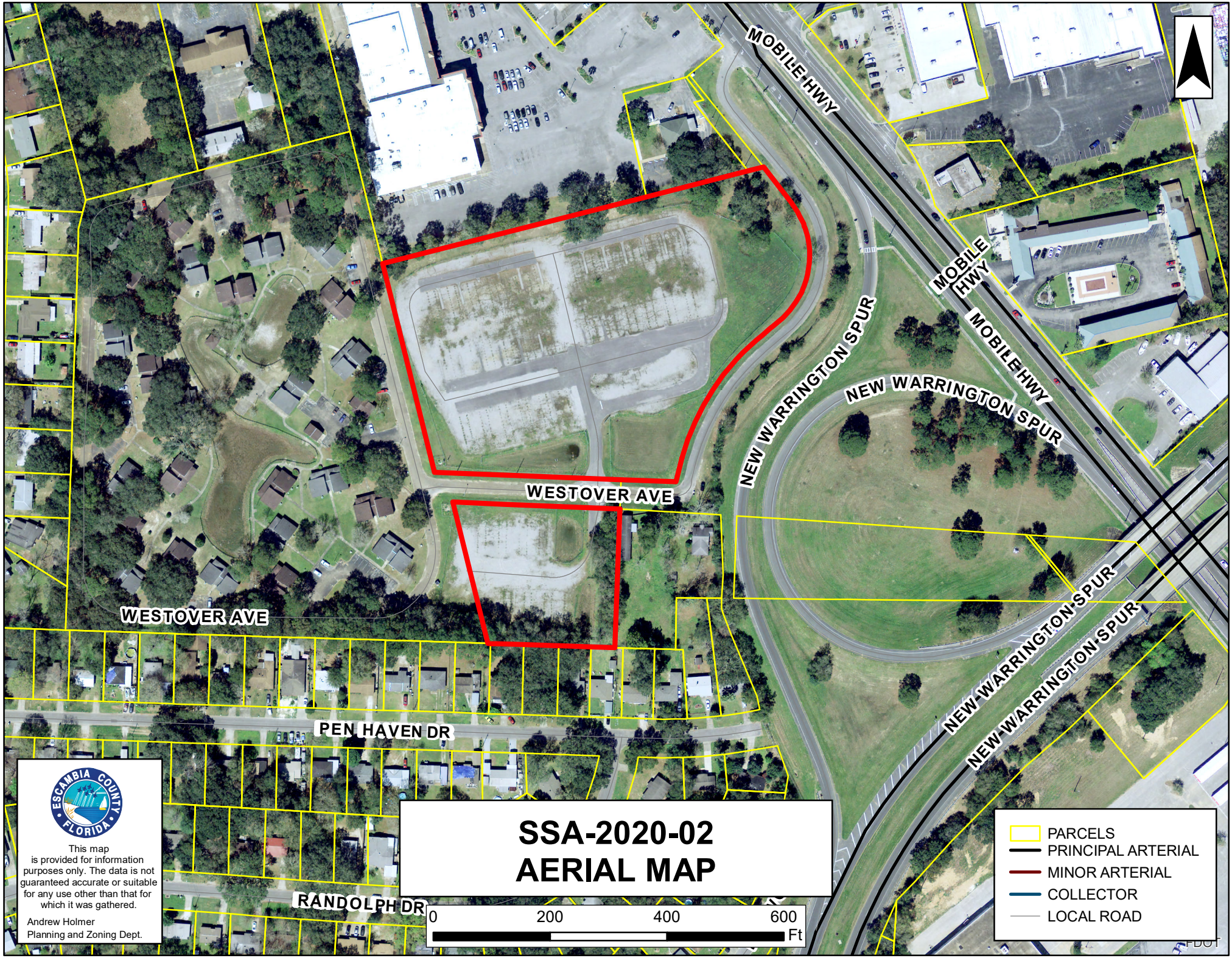
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PEN HAVEN DR
RANDOLPH DR
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
SSA-2020-02
AERIAL MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
FDOT



Public hearing sign



Looking west into the subject parcel



Looking toward Mobile Hwy from subject property



Looking along Westover drive from front of subject property



Looking north at curve along the backside of parcel



Looking west toward smaller parcel



Looking northeast into subject parcel, showing affordable housing and back of commercial development



Another view of the smaller parcel across Westover St

DEVELOPMENT SERVICES, LLC
SITE-CIVIL ENGINEERS

1550 Creighton Rd Suite 1
Pensacola, FL. 32504
850-332-6288

April 15, 2020

Escambia County Development Services
3363 West Park Place
Pensacola, FL 32505

Re: Future Land Use Map Amendment Request
Westover Street
Our Project Number 2004

Development Services:

Please accept this letter as our request for a map amendment for the referenced parcel.

The Owner is:

Area Housing Commission
1920 W. Garden Street
Pensacola, FL 32502
(850) 438-8561

The reason for the request: Currently the parcel's Future Land Use is Commercial. The Owner wants to build affordable housing on the parcel. It is adjacent to a similar parcel with affordable housing owned by the Area Housing Commission. Commercial is not the appropriate FLU, as the envision project is for housing only. The density for COM is 25 units per acre.

The requested FLU category is MU-S. Mixed-Use Suburban. The density is 25 units per acre. The project will not contain any retail elements.

I will act as the Owner's agent:

Dave Hemphill
KG Development Services
1550 Creighton Road, Suite 1
Pensacola, FL 32504

dkh.7@icloud.com

(850) 572-1996

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

SSA-2020-02
2004/4477PB

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT X
LARGE SCALE FLU AMENDMENT _____

Current FLU: Com **Desired FLU:** MU-S **Zoning:** Com **Taken by:** A.L.

Planning Board Public Hearing, date(s): TBD

BCC Public Hearing, proposed date(s): _____

Fees Paid $2,122.50 **Receipt #** _____ **Date:** 4/14/20

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

Name: Area Housing Commission

Address: 1920 W. Garden Street

City: Pensacola State: FL Zip Code: 32502

Telephone: (850) 438-8561

Email: execdir@areahousing.org

DESCRIPTION OF PROPERTY:

Street address: Westover Street

Subdivision:

Property reference number: Section 34 Township 2S Range 30

Parcel 0061-000-021 Lot _____ Block _____

Size of Property (acres) 7.5 Acres

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at Westover Street, Pensacola, Florida, Property Reference Number(s) 34-2S-30-0061-000-002, I hereby designate David K. Hemphill for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 31st day of March, the year of 2020, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

X _____ 3-31-20 Abe Singh
Signature of Property Owner Date Printed Name of Property Owner

David K Hemphill 3.31.2020 David K Hemphill
Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of March, year of 2020, by Abe Singh who ( ) did ( ) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current FL DL S520-000-47-015-0 as identification.

_____ 3-31-20 Mary Ann Patti
Signature of Notary Public Date Printed Name of Notary Public

Commission Number GG361819 My Commission Expires August 1, 2023

(Notary seal must be affixed)

MARY ANN PATTI
MY COMMISSION # GG 361819
EXPIRES: August 1, 2023
Bonded Thru Notary Public Underwriters

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

X _____ Abe Singh 3-31-20
Signature (Property Owner) Printed Name Date

David K. Humphill David K. Humphill 3.31.2020
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 1550 Creighton Road, Suite 1

City: Pensacola State: FL Zip: 32504

Telephone (850) 332 - 6288 Fax # (-) — - —

Email: dkh.7@icloud.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 31st day of March, year of 2020 by, Abe Singh who ( ) did (X did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current FL DL S520-000-47-045-0 as identification.

Mary Ann Patti 3-31-20 Mary Ann Patti
Signature of Notary Public Date Printed Name of Notary
My Commission Expires ~~GG 1819~~ 3-31-20 Commission No. GG 1819
(Notary seal must be affixed)

MARY ANN PATTI
MY COMMISSION # GG 361819
EXPIRES: August 1, 2023
Bonded Thru Notary Public Underwriters

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Westover Street

Property reference #: Section 34 Township 2S Range 30

Parcel # 34-2S-30-0061-000-002

Project Address: Westover Street

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 31st **DAY OF** March **, 20** 20

X _____ _____
Owner's signature **Owner's name (print)**

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

DEVELOPMENT SERVICES, LLC
SITE - CIVIL ENGINEERS

1550 Creighton Rd Suite I
Pensacola, FL 32504
850-332-6288

Data and Analysis

Westover Site

1. Existing Infrastructure

A. Sanitary Sewer – letter of availability by ECUA attached

B. Solid Waste Disposal – solid waste disposal is available through private carriers

C. Potable Water – letter from ECUA attached

D. Stormwater management – the site was formerly used by FEMA trailers. It has a stormwater permit from the County and the Water Management District. Even though the trailers have been removed, the stormwater system remains. We estimate that the proposed project will not increase the amount of impervious cover on the site, as the FEMA trailers were located on an asphalt pad covering almost the entire site.

E. Traffic – This site is located on Westover Avenue adjacent to Mobile Highway and the New Warrington Spur. Westover Avenue is an existing local roadway that connects directly to a Principal Arterial (Mobile Highway). The existing Average Annual Daily Traffic (AADT) is 4,498 (two- way). Generally, this volume is considered low and would provide an uninterrupted level of service. The proposed FLU Amendment would not increase the proposed existing residential density of 25 du/acre. The trip generation extrapolated from the ITE Manual, based upon maximum density considerations, would be approximately 1232 trips/day with a peak hour rate of 108 trips/hour. This existing transportation infrastructure has sufficient capacity to accommodate this proposed FLU Amendment. The existing traffic count map is attached.

F. Recreation and Open Space – The project will include a children's playground.

G. Schools – Letter from the Escambia County School Board is attached.

2. Proximity and impact on the following:

A. Wellheads – the site is within the 20-year time of travel calculation for the Lilian Well, located near the intersection of Lilian Hwy and Mobile Highway. See the attached screen scan. The proposed use, MU-S, does not propose any use that would be prohibited from the 20-year time-of-travel radius.

B. Historically significant sites – see the attached report. No historically significant sites were found to be located on this previously developed site.

DEVELOPMENT SERVICES, LLC
SITE - CIVIL ENGINEERS

1550 Creighton Rd Suite 1
Pensacola, FL. 32504
850-332-6288

C. Natural resources – no wetlands are located on the site. It has an existing stormwater permit that would have described any on-site wetlands.

3. Consistency with the Existing Escambia County Comprehensive Plan

The request is to change the FLUM from Commercial to Mixed-Use Suburban. See the two paragraphs below, describing the two designations and their criteria.

The reason for the request pivots on the wording that is intended for Commercial FLU to be primarily commercial uses, but at the same time allows housing at the same density as Mixed-Use Suburban. The request (MU-S) is less intensive than the current designation (COM). See the two descriptions, below:

FLUM Mixed-Use Suburban (MU-S) General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic. Standards: Residential Minimum Density: 2 du/acre Maximum Density: 25 du/acre Non-Residential Minimum Intensity: None CP7:4 Maximum Intensity: 1.0 Floor Area Ratio (FAR) Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%

c) Non-Residential: Retail Service-30% to 50% Office-25% to 50%

FLUM Commercial (C) General Description: Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards:

Residential Minimum Density: None

Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None Maximum Intensity: 1.0 Floor Area Ratio (FAR)

The site is adjacent to the west to an existing housing facility owned by the Area Housing Commission. To the north is a Walgreens and other retail. Across Mobile Highway to the east is retail, and to the south is a single-family subdivision separated from this property by a buffer of large trees.

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: 342S300061000002
Account: 070135000
Owners: AREA HOUSING COMMISSION
Mail: PO BOX 18370
PENSACOLA, FL 32523
Situs: WESTOVER ST 32506
Use Code: VACANT 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	$212,610	$0	$212,610	$194,892
2018	$177,175	$0	$177,175	$177,175
2017	$177,175	$0	$177,175	$177,175

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1981	1507	20	$270,000	WD	View Instr

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

2019 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

BEG AT NE COR OF FAIRFIELD S/D PB 4 P 20 N 75 DEG 28 MIN 05 SEC E ALG S LI OF FAIRFIELD DR 464 83/100 FT S...

Extra Features

None

Parcel Information

Launch Interactive Map

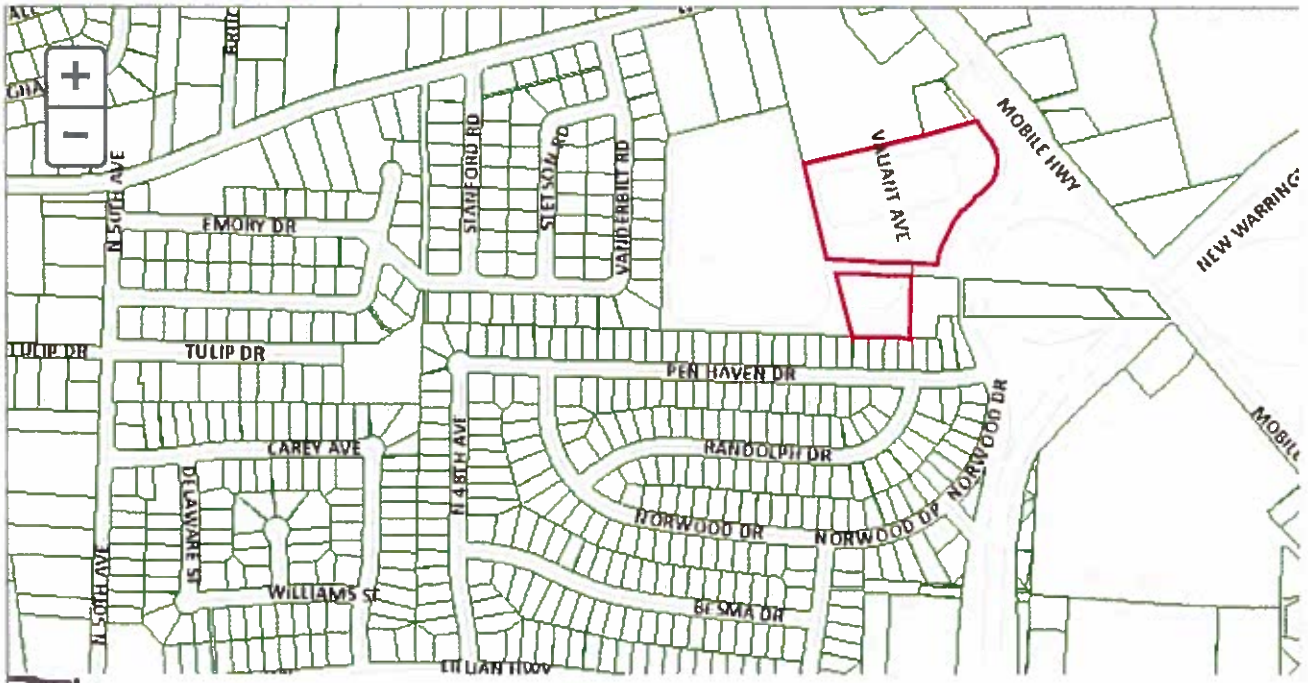
Section Map Id:

CA172

Approx. Acreage:
7.5198

Zoned:
CONSULT ZONING AUTHORITY

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

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:04/09/2020 (tc 3515)

Escambia County Tax Collector

COVID-19 UPDATE: Governor DeSantis has issued an executive order to waive the delinquent penalty for 2019 property taxes through April 15, 2020.

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click here.

Pay by eCheck -There is NEVER AN EXTRA FEE.

2019 Roll Details — Real Estate Account At WESTOVER ST

Print this page

Real Estate Account #07-0135-000 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	NO TAXES DUE	NO TAXES DUE	NO TAXES DUE		NO TAXES DUE

Get Bills by Email

No taxes due
Print Paid Bill

Owner: AREA HOUSING COMMISSION
PO BOX 16370
PENSACOLA, FL 32523
Situs: WESTOVER ST

Account number: 07-0135-000
Alternate Key: 132296
Millage code: 06
Millage rate: 13.7362

Assessed value: 194,892
School assessed value: 212,610
Unimproved land value: 212,610

Exemptions

MUNICIPAL-CITY OWNED: 212,610



Location is not guaranteed to be accurate.

Property Appraiser
View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

BEG AT NE COR OF FAIRFIELD S/D PB 4 P 20 N 75 DEG 28 MIN 05 SEC E ALG S LI OF FAIRFIELD DR 464 83/100 FT S 14 DEG 18 MIN 6 SEC E 415 68/100 FT FOR POB CONT S 14 DEG 18 MIN 6 SEC E 231 65/100 FT N 75 DEG 38 MIN 0 SEC E 674 76/100 FT TO WLY R/W LI OF DOT ACCESS RD S 39 DEG 49 MIN 40 SEC E 88 43/100 FT TO PC CONT SLY BEING CURVE TO RT RADIUS 145 FT ARC DIST 227 77/100 FT TO PT S 50 DEG 10 MIN 20 SEC W 48 84/100 FT TO PC CONT SWLY BEING CURVE TO LEFT RADIUS 482 FT ARC DIST 287 27/100 FT TO N LI OF WESTOVER AVE PB 1 P 58 N 88 DEG 8 MIN 40 SEC W 121 67/100 FT S 1 DEG 51 MIN 20 SEC W 287 25/100 FT TO N LI OF 1ST ADD PEN HAVEN PB 3 P 14 N 88 DEG 8 MIN 40 SEC W 916 67/100 FT TO

Location

Geo number: 342S300061000002
Range: 30
Township: 2S
Section: 34
Block: 002
Lot: 000

Legal Description: (As Furnished)

PARCEL "B":
COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF FAIRFIELD SUBDIVISION, ACCORDING TO PLAT FILED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:
THENCE GO NORTH 75 DEGREES 28 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (70' R/W) A DISTANCE OF 464.83 FEET; THENCE GO SOUTH 14 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 647.33 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 75 DEGREES 38 MINUTES 00 SECONDS EAST A DISTANCE OF 674.76 FEET (CALCULATED 674.48 FEET) TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION ACCESS ROAD; THENCE GO SOUTH 39 DEGREES 49 MINUTES 40 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THE ACCESS ROAD A DISTANCE OF 80.43 FEET (CALCULATED 81.09 FEET) TO A POINT OF CURVATURE; THENCE GO ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET AN ARC DISTANCE OF 227.77 FEET (CH = 205.06', CH BRG = S 05°10'20" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 50 DEGREES 10 MINUTES 20 SECONDS WEST ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 48.84 FEET TO A POINT OF CURVATURE; THENCE GO ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 402.00 FEET AN ARC DISTANCE OF 287.27 FEET (CH = 281.20', CH BRG = S 29°42'01" W) TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WESTOVER AVENUE (50' R/W) ALSO BEING THE NORTH LINE OF WESTOVER HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 58 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 88 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF WESTOVER HEIGHTS A DISTANCE OF 418.16 FEET; THENCE GO NORTH 14 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 372.69 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 6.262 ACRES.

PARCEL "C":
COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF FAIRFIELD SUBDIVISION, ACCORDING TO PLAT FILED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 75 DEGREES 28 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (70' R/W) A DISTANCE OF 464.83 FEET; THENCE GO SOUTH 14 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 1072.08 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 88 DEGREES 08 MINUTES 40 SECONDS EAST A DISTANCE OF 282.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF WESTOVER HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 58 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 51 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID WESTOVER HEIGHTS SUBDIVISION A DISTANCE OF 237.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE FIRST ADDITION TO PEN HAVEN SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF THE FIRST ADDITION TO PEN HAVEN SUBDIVISION OF 213.27 FEET; THENCE GO NORTH 14 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 247.01 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.349 ACRES.

Surveyor's Notes:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS HAVE NOT BEEN LOCATED OR SHOWN HEREON.
3. THIS DRAWING DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF CARLISLE UNIT NO. 1 (PLAT BOOK 9, PAGE 14), ESCAMBIA COUNTY, FLORIDA, AS BEING N 82°38'05"W.
5. JURISDICTIONAL WETLANDS AND/OR HAZARDOUS WASTE SITES, IF ANY, ARE NOT LOCATED OR SHOWN.
6. INTERIOR FENCES, DITCHES NOT LOCATED AS PART OF THIS SURVEY.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND/OR ABSTRACT OF TITLE. THEREFORE, THERE MAY BE MATTERS OF PUBLIC RECORD THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT DEPICTED HEREON.
8. PROPERTY LIES WITHIN FLOOD ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12033C 0315F, DATED 02/23/2000.
9. FIXED IMPROVEMENTS DO NOT EXIST.
10. OWNERS NAME AND PREVIOUS BOUNDARY AND TOPOGRAPHIC SURVEY (HARD COPY AND DISK) WERE PROVIDED TO WILSONMILLER, INC.
11. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 88.

Surveyor's Certification:

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT
THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY OF THE REAL PROPERTY DESCRIBED HEREON. WE FURTHER CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

WILSONMILLER, INC.
LICENSED BUSINESS NO. LB 43

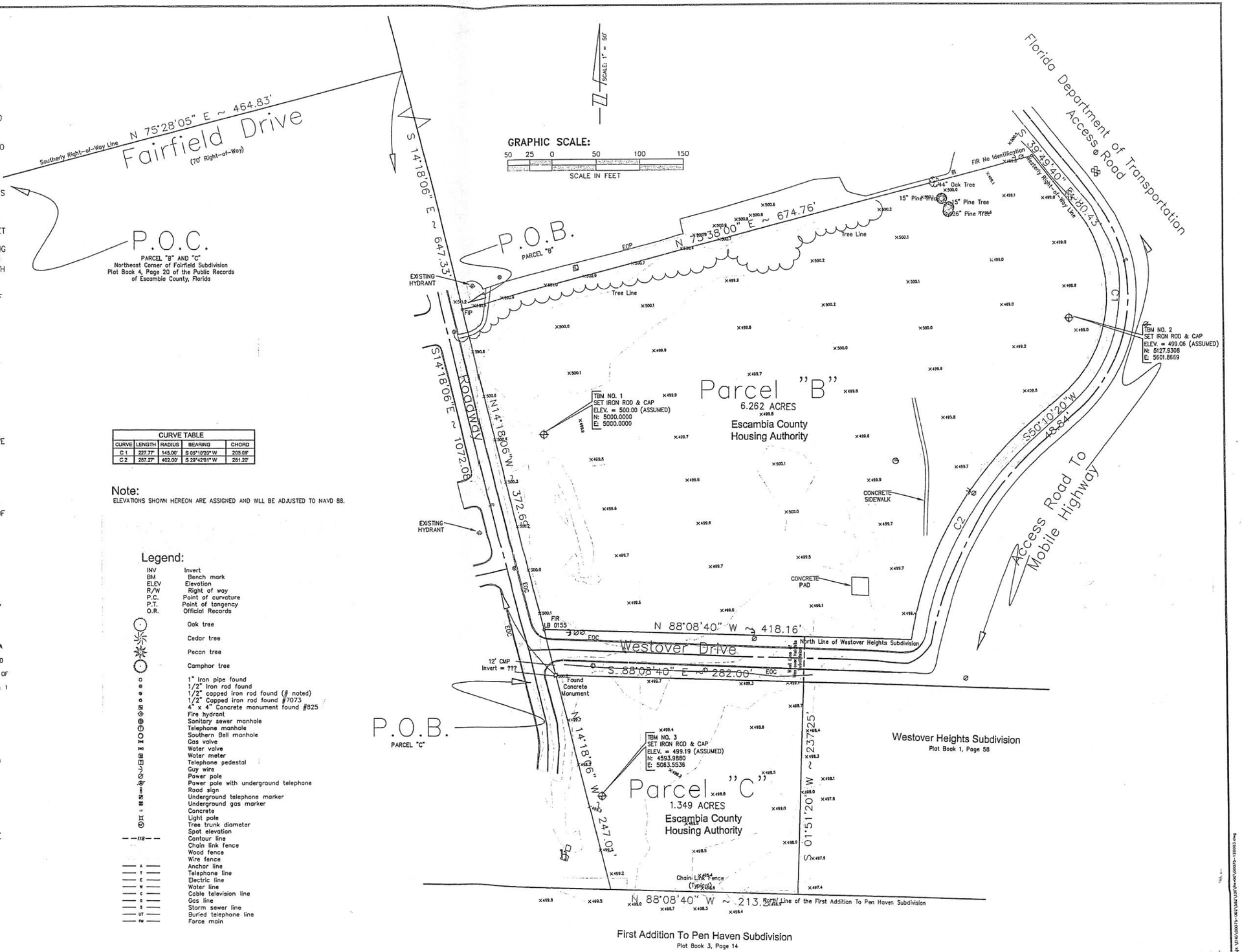
ANDREW B. BECK
PROFESSIONAL SURVEYOR & MAPPER NO. 6065
STATE OF FLORIDA
LAST DATE OF FIELD SURVEY, OCTOBER 9, 2004

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C 1	227.77'	145.00'	S 05°10'20" W	205.06'
C 2	287.27'	402.00'	S 29°42'01" W	281.20'

Note:
ELEVATIONS SHOWN HEREON ARE ASSIGNED AND WILL BE ADJUSTED TO NAVD 88.

Legend:

INV	Invert
BM	Bench mark
ELEV	Elevation
R/W	Right of way
P.C.	Point of curvature
P.T.	Point of tangency
O.R.	Official Records
	Oak tree
	Cedor tree
	Pecan tree
	Camphor tree
o	1" Iron pipe found
⊗	1/2" Iron rod found
⊙	1/2" capped iron rod found (# noted)
⊙	1/2" Capped iron rod found #7073
⊙	4" x 4" Concrete monument found #825
	Fire hydrant
	Sanitary sewer manhole
	Telephone manhole
	Southern Bell manhole
	Gas valve
	Water valve
	Water meter
	Telephone pedestal
	Guy wire
	Power pole
	Power pole with underground telephone
	Road sign
	Underground telephone marker
	Underground gas marker
	Concrete
	Light pole
	Tree trunk diameter
118	Spot elevation
	Contour line
	Chain link fence
	Wood fence
	Wire fence
A	Anchor line
T	Telephone line
E	Electric line
W	Water line
C	Cable television line
G	Gas line
S	Storm sewer line
UT	Buried telephone line
FM	Force main



REV NO.	REVISION	DATE	DRAWN BY / EMP. NO.	CHECKED BY / EMP. NO.

ACTIVITY	INITIALS/EMP. NO.	DATE
DESIGNED BY:		
DRAWN BY:	MDM / 1622	10/12/04
CHECKED BY:		
CONTRACT ADMIN. BY:		
WM APPROVED BY:		

WilsonMiller
Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
WilsonMiller, Inc.
Naples • Fort Myers • Sarasota • Tampa • Tallahassee • Panama City Beach
100 Beckrich Road, Suite 140 • Panama City Beach, Florida 32407 • Phone 850-256-6770 • Fax 850-236-3690 • www.wilsonmiller.com

CLIENT: FEMA / USACE
PROJECT: AREA HOUSING COMMISION
TEMPORARY MOBILE HOME DEVELOPMENT

DATE: Oct. 2004
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: N/A
SEC: 34 TWP: 2S RGE: 30W
CROSS REFERENCE FILE NO.:

TITLE: SURVEY

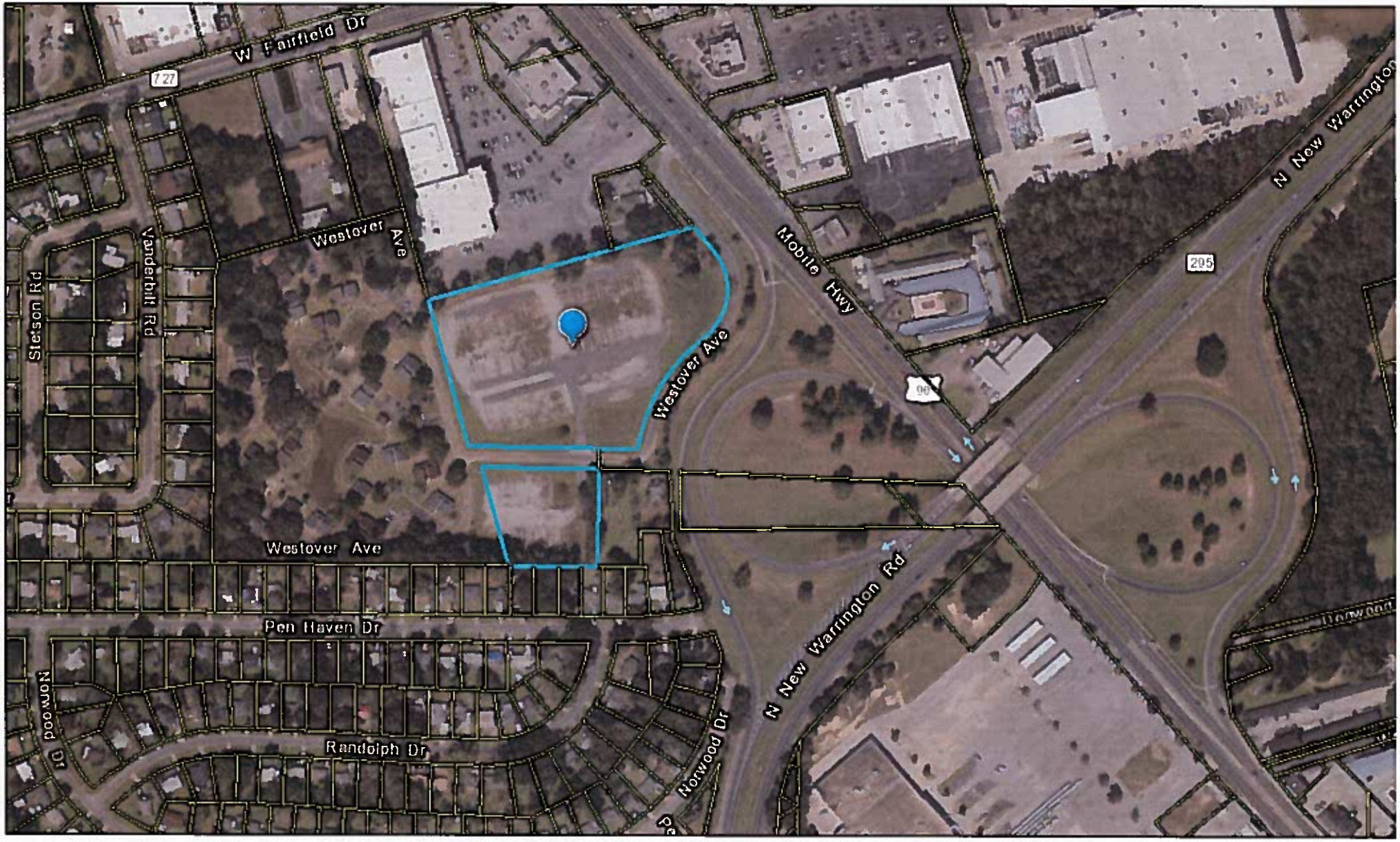
KIM B. BOTTONY
LICENSE # 49921
INDEX NUMBER: D-0075-120
PROJECT NUMBER: 00075-002-582-BP004
SHEET NUMBER: 3 OF 11

OCT 26 2004

Printed On: 10/25/04, @ 09:44 AM - Sharris 00075-120\003-Sheet 3.PLT


Westover Site
Myrtle Grove
Ensley
Ferry Pass
Myrtle Grove
Pensacola
1km
0.6mi
Mobile Hwy
W Fairfield Dr
Fairfield Dr
Massachusetts Ave
Garfield Dr
Webster Dr
Edison Dr
S Madison Dr
Tonawanda Dr
Cherokee Trl
Marlane Dr
Oakcliff Rd
Avondale Rd
Charbar Dr
Belair Rd
Truman Ave
Market St
N W St
N S St
N Pace Blvd
N Palafox St
E Texar Dr
W Baars St
W Leonard St
Englewood Park
W Scott St
W Yonge St
W Maxwell St
W Jordan St
W Hernandez St
W Lakeview Ave
W Avery St
W Moreno St
W Lee St
W Lloyd St
W Brainerd St
W Gonzalez St
W Desoto St
W Strong St
W De Soto St
W Cervantes St
W Jackson St
Flaxman St
Lillian Hwy
N 61st Ave
N 57th Ave
N 49th Ave
N 48th Ave
N 75th Ave
N 73rd Ave
N 72nd Ave
Elm St
N Old Corry Field Rd
Citrus St
Chaseville St
Border St
Bayou Marcus
Osceola Municipal Golf Course
Mayfair Park
Baptist Hospital
N Baylen St
N Spring St
N Barcelona St
N Palafox St
Bayliss Ct
SR-10A E

Marker shows Westover Property



April 1, 2020

National Wetlands Inventory (areas)

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake

1:4,514

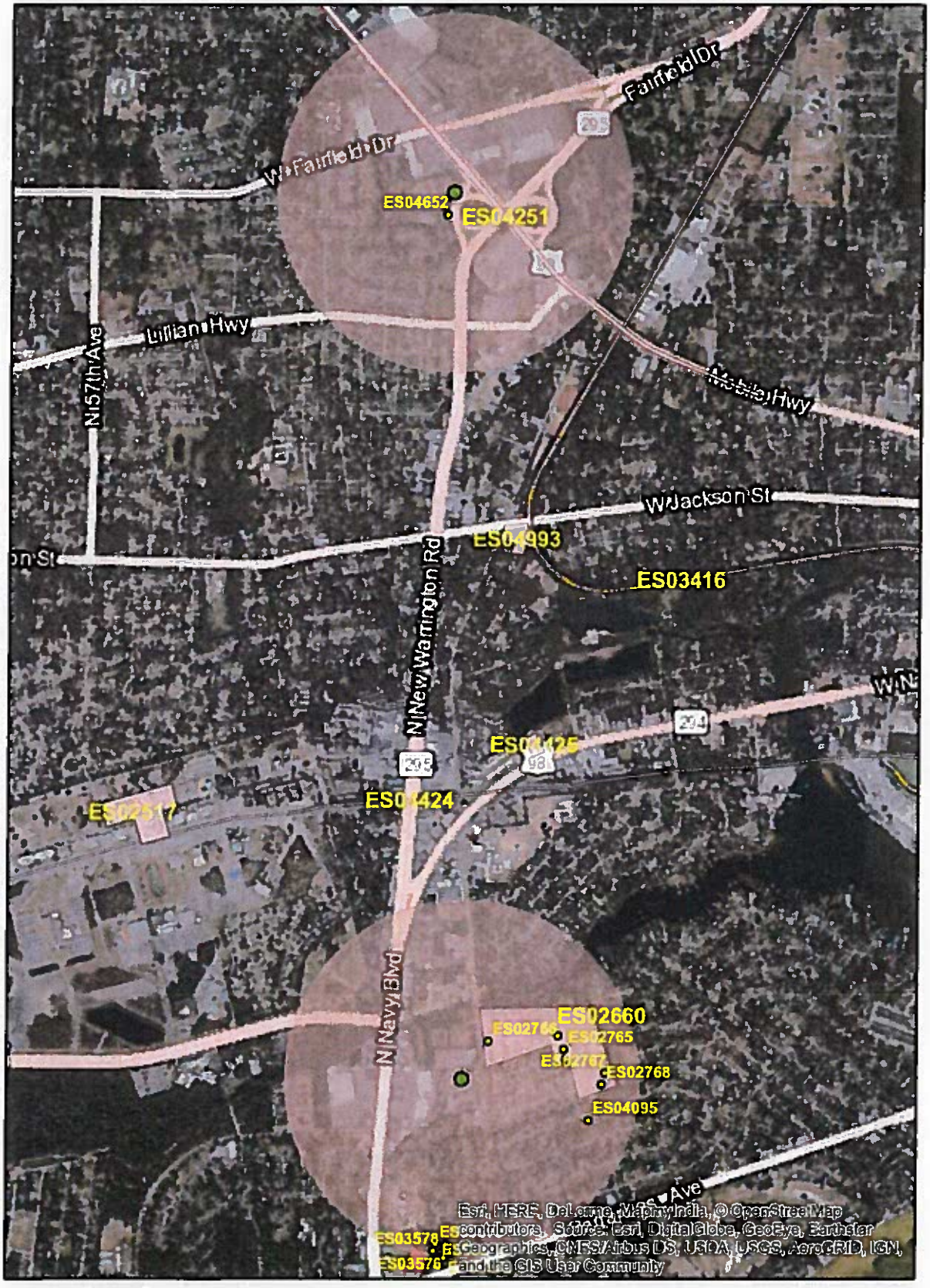
0 0.03 0.07 0.1

0 0.05 0.1 0.2 k

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, OpenStreetMap contributors, and the GIS user community, S DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, U AeroGRID, IGN, and the GIS User Community, FDEP

Map created by Map Direct, powe

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of any information,apparatus,product,or process disclosed,or represents that its use would not infri



Legend

- Buffer_of_Default_Annotation_Target_127
- structures
- HistoricalCemeteries
- ResourceGroups

3/2020

1:29,200

925 462.5 0 925 Meters

Florida Master Site File

AR=0
SS=15
CM=1
RG=2
BR=0
Total=18

Created: 3/26/2020

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
ES02660	RG	LEXINGTON TERRACE HOUSING COMPLEX	PENSACOLA	FMSF Building Complex - 2 Contrib Resources	Not Eligible	
ES02737	SS	LEXINGTON TERRACE ADMINISTRATION BLDG	UNSP UNSP, PENSACOLA	c1941 Mixed, none dominant	Not Eligible	
ES02748	SS	LEXINGTON TERRACE LAUNDROMAT	UNSP UNSP, PENSACOLA	c1941 Other	Not Eligible	
ES02765	SS	LEXINGTON TERRACE STORAGE BLDG	UNSP UNSP, PENSACOLA	c1941 Other	Not Eligible	
ES02766	SS	LEXINGTON TERRACE ONE BEDROOM HOUSING UT	UNSP UNSP, PENSACOLA	c1941 Minimal Traditional	Not Eligible	
ES02767	SS	LEXINGTON TERRACE TWO BEDROOM HOUSING UT	UNSP UNSP, PENSACOLA	c1941 Minimal Traditional	Not Eligible	
ES02768	SS	LEXINGTON TERRACE THREE BEDROOM HOUSING	UNSP UNSP, PENSACOLA	c1941 Minimal Traditional	Not Eligible	
ES03572	SS	4066 Barrancas Ave.	4066 Barrancas AVE, Warrington	1965 Masonry Vernacular	Not Eligible	
ES03574	SS	1 Park Drive	1 Park DR, Warrington	1951 Masonry Vernacular	Not Eligible	
ES03575	SS	2 Park Drive	2 Park DR, Warrington	1941 Frame Vernacular	Not Eligible	
ES03576	SS	103 Manchester Street	103 Manchester ST, Warrington	1940 Frame Vernacular	Not Eligible	
ES03577	SS	105 Manchester Street 'A'	105 'A' Manchester ST, Warrington	1940 Frame Vernacular	Not Eligible	
ES03578	SS	105 Manchester Street 'B'	105 'B' Manchester ST, Warrington	1953 Masonry Vernacular	Not Eligible	
ES03579	SS	107 Manchester Street	107 Manchester ST, Warrington	1948 Masonry Vernacular	Not Eligible	
ES03640	CM	Good Hope A.M.E. Church Cemetery	Warrington	Established c1852, Graves = 75	Not Eligible	
ES04095	SS	1301 Dexter Avenue	1301 Dexter AVE, Pensacola	1940+ Frame Vernacular	Insufficient Info	
ES04251	RG	US-90/SR-10 Highway	Pensacola	Linear Resource	Not Eligible	
ES04652	SS	4417 Westover St	4417 Westover ST, Pensacola	c1948 Minimal Traditional	Not Eligible	

SiteID	PI SiteName	Address	Dest	Survey	Architect	YearBu
ES02737	D LEXINGTON TERRACE ADMINISTRATION BLDG	UNSP UNSP	NO	0	UNKN	c1941
ES02748	D LEXINGTON TERRACE LAUNDROMAT	UNSP UNSP	NO	0	UNKN	c1941
ES02765	D LEXINGTON TERRACE STORAGE BLDG	UNSP UNSP	NO	0	UNKN	c1941
ES02766	D LEXINGTON TERRACE ONE BEDROOM HOUSING UT	UNSP UNSP	NO	0	UNKN	c1941
ES02767	D LEXINGTON TERRACE TWO BEDROOM HOUSING U	UNSP UNSP	NO	0	UNKN	c1941
ES02768	D LEXINGTON TERRACE THREE BEDROOM HOUSING	UNSP UNSP	NO	0	UNKN	c1941
ES03572	D 4066 Barrancas Ave.	4066 Barrancas AVE	NO	19361		1965
ES03574	D 1 Park Drive	1 Park DR	NO	19361		1951
ES03575	D 2 Park Drive	2 Park DR	NO	19361		1941
ES03576	D 103 Manchester Street	103 Manchester ST	NO	19361		1940
ES03577	D 105 Manchester Street 'A'	105 'A' Manchester ST	NO	19361		1940
ES03578	D 105 Manchester Street 'B'	105 'B' Manchester ST	NO	19361		1953
ES03579	D 107 Manchester Street	107 Manchester ST	NO	19361		1948
ES04095	D 1301 Dexter Avenue	1301 Dexter AVE	NO			1940+
ES04652	D 4417 Westover St	4417 Westover ST	NO	26306		c1948

StrucUse1	StrucUse2	SurvEval
Community center (e.g., recreation hall)	Abandoned or vacant	Ineligible for NRHP
Laundry	Abandoned or vacant	Ineligible for NRHP
Warehouse	Abandoned or vacant	Ineligible for NRHP
Military	Abandoned or vacant	Ineligible for NRHP
Military	Abandoned or vacant	Ineligible for NRHP
Military	Abandoned or vacant	Ineligible for NRHP
Office building		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Insufficient Information
Private residence		Ineligible for NRHP

SiteID	SiteName	SurveyNum	City	YearEstab
ES03640	Good Hope A.M.E. Church Cemetery	19361	Warrington	?

Ownership	CemType1
Private-corporate-nonprofit	Religious

EthnicGrp1	EthnicGrp2	EthnicGrp3	EthnicGrp4
African American			

Condition	ShpoEval	d_NRlisted	PlotType
Well maintained	Insufficient Information		NORM

Shape_Leng	Shape_Area
0.00329355513	0.00000068873

Status
Used for Burials

SiteID	SiteName	RgType	NRCategory	City
ES02660	LEXINGTON TERRACE HOUSING COMPLEX	FMSF Building Complex	BLDG	PENSACOLA
			World War II & Aftermath 1941-1950	

CONSTRUCTED FOR THE PENSACOLA NAVAL AIR STATION (PENSACOLA NAS) C1941. THE COMPLEX HAS PROVIDED HOUSING FOR MARRIED ENLISTED PERSONNEL AND THEIR FAMILIES. THE PROPERTY CONSISTS OF 42.9 +/- ACRES OF LAND AND 99 SINGLE-STORY DUPLEX STRUCTURES

Evaluation

WORKMANSHIP, MATERIALS AND DESIGN ASPECTS OF THE STRUCTURES AND NOT SIGNIFICANT. THE STURCTURES WERE RENOVATED CONSIDERABLY IN THE EARLY 1990'S. THE RENOVATION OF THE BUILDINGS BY THE DEPT OF THE NAVY DID NOT CONFORM WITH THE SECRETARY OF THE INTERIOR

	d_NRlisted	ShpoEval	Shape_Leng	Shape_Area
		Ineligible for NRHP	0.01909335529	0.00001370632
ES04251	US-90/SR-10 Highway	Linear Resource	STRU	Pensacola
				American, 1821-present

Road surface is paved w/ asphalt blacktop & consists of two lanes of southeast-bound traffic & two lanes of northwest-bound traffic, w/ turning lanes & traffic lights at major intersections. Roadway also features concrete curbs, sidewalks & storm drains.

26147 Due to lack of historical integrity and sufficient engineering distinction, this section of 8ES04251 is ineligible for listing in the NRHP, either individually or as a contributing portion of a larger, potentially NRHP-eligible linear historic resource.

Ineligible for NRHP	0.07382562897	0.00000814811

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

April 2, 2020

KG Development Services
Attn: Dave Hemphill
150 Creighton Road, Suite 1
Pensacola, Florida 32504

RE: Westover Housing
4400 Westover Ave
Pensacola, Florida 32506
Letter of Capacity Reservation

Dear Mr. Hemphill:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell, District One
Lois Benson, District Two
Cedric Alexander, District Three
Dale Perkins, District Four
Larry Walker, District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation
and/or Wastewater Plant Capacity Reservation

Date: March 30, 2020 Service Requested: Water Well X Sewer Plant X

Name of Project: Westover Housing Area (Acres): 7.5

Project Address: _____

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential X Commercial_____ Industrial_____ Other_____

(Explain) Affordable housing by the Area Housing Commission

Number and/or Size of Units: 7.5 ac x 25 du/ac = 187 du

Estimated Flow: (Average Day) Water 37,400 Sewer 37,400 (200 gpd/du)

How will water and/or sewer be provided if not from ECUA? Project will not be built

Special Requirements: _____

Owner of Property: (type or print) Area Housing Commission

Address: 1920 W. Garden St Pensacola Phone: 438-8561

Developer: (type or print) Area Housing Commission

Address: _____ Phone: _____

Engineer: (type or print) KG Development Services

Address: (type or print) 1550 Creighton Rd Suite 1 Phone: 332-6288 Email: dkh.7@icloud.com

Submitted By: (type or print) Dave Hemphill Title: Project Manager

Signature of Submitter: Dave Hemphill Title: _____

FOR ECUA USE ONLY:

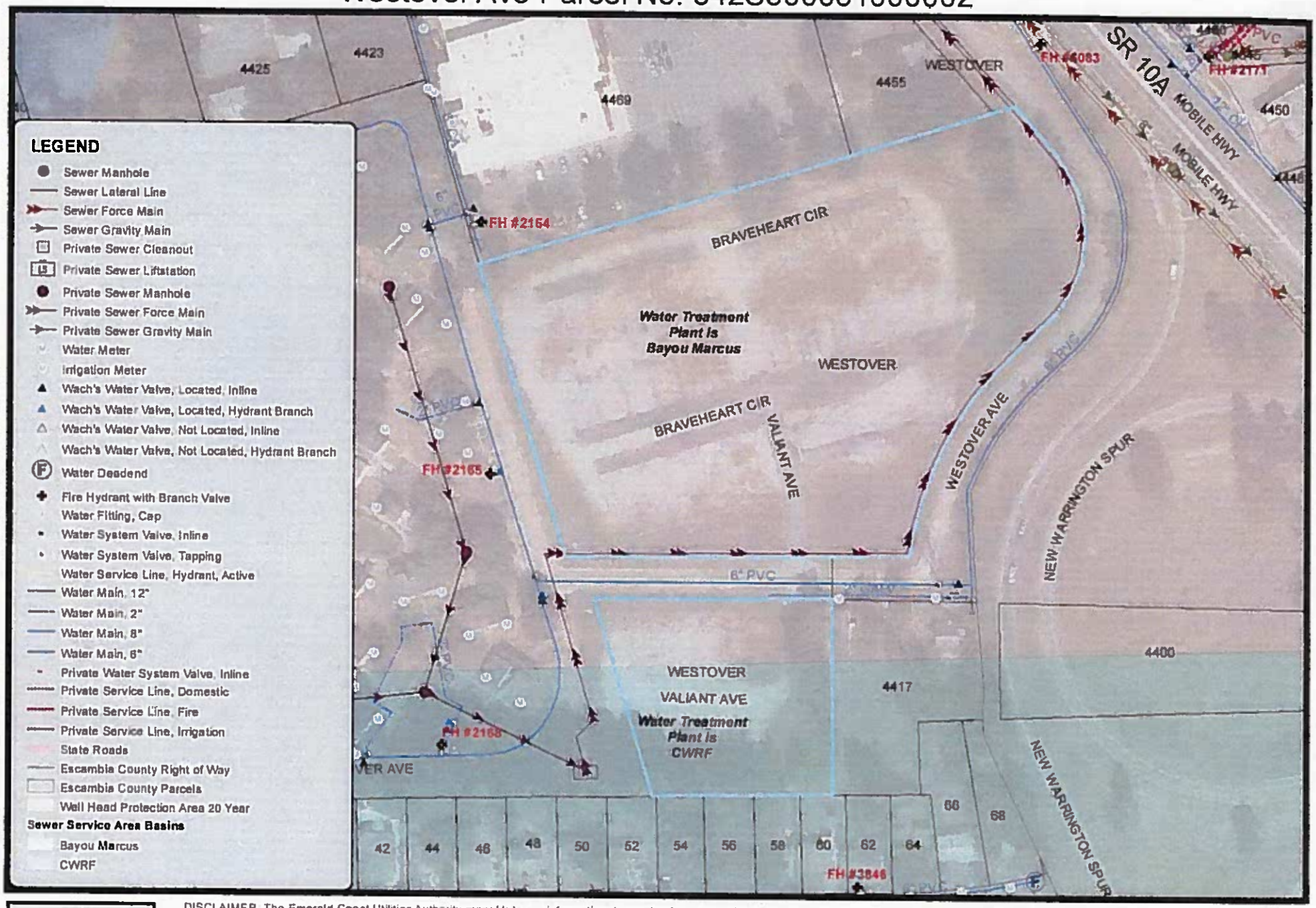
See Map

Water Zone: North _____ South X

Wastewater Treatment Plant: Bayou Marcus X CWRF X Other _____

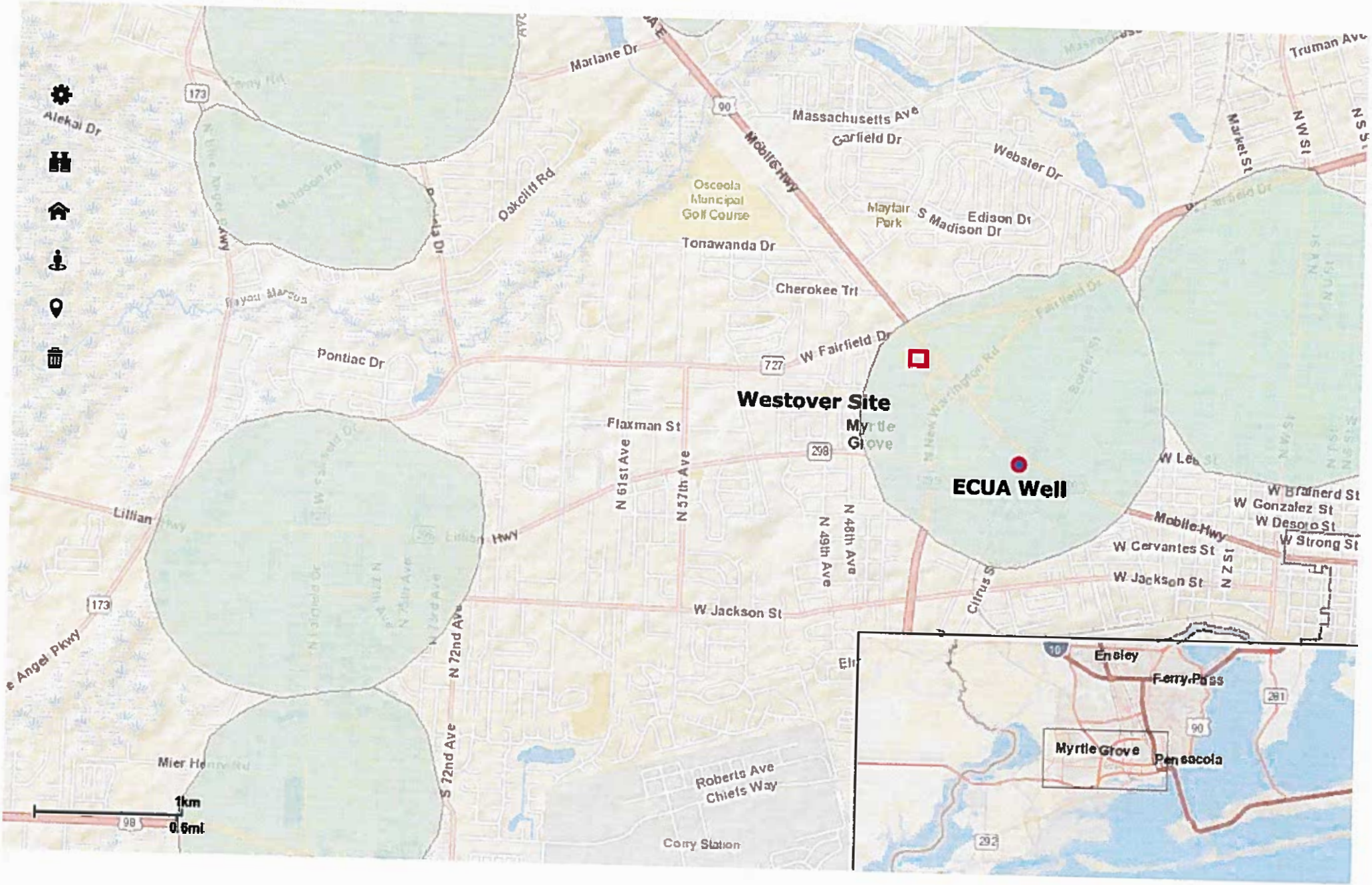
***Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

Westover Ave Parcel No. 342S300061000002



1 inch = 150 feet
Date: 3/31/2020

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown, which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.


Westover Site
ECUA Well
Alekai Dr
Marlane Dr
Massachusetts Ave
Garfield Dr
Webster Dr
Truman Ave
Market St
NW St
Mobile Hwy
Oakcliff Rd
Osceola Municipal Golf Course
Mayfair Park
S Madison Dr
Edison Dr
Tonawanda Dr
Cherokee Trl
Bayou Marcus
Pontiac Dr
W Fairfield Dr
Flaxman St
Myrtle Grove
N 61st Ave
N 57th Ave
N 49th Ave
N 48th Ave
W Lee St
W Brainerd St
W Gonzalez St
W Desoto St
W Strong St
W Cervantes St
W Jackson St
Cirrus St
Lillian Hwy
W Jackson St
N 72nd Ave
S 72nd Ave
Roberts Ave
Chiefs Way
Corry Station
Mier Rd
e Angel Pkwy
Ensley
Ferry Pass
Myrtle Grove
Pensacola
1km
0.6mi

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

Level of Service Determination Analysis

Date:

Project Name	**Westover Housing**
Project Location	**Westover Road at Mobile Highway**
Project DRC Number	**N/A**
Parcel ID Numbers	**34-2S-30-0061-000-02**
Property Owner/Developer	**Area Housing Commission**
Applicant	**Area Housing Commission**
Applicant Address	**1920 W. Garden Street, Pensacola, FL**

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elem. School	Middle School	High School	Elem. School	Middle School	High School	Totals
Single Family	0							
Multi-Family*	187	0	0	0	0	0	0	0
Mobile Home	0							
Totals								

School Impacts School	School Capacity	Current Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
Elementary					
Middle					
High					

LOS Impacts	LOS Capacity	LOS Proj Enrollment	LOS Available	Projected Impact of	Available LOS Cap	Adjacent LOS Avail	Adjacent LOS Avail
Level of Service Area	5th Year	5th Year	Capacity	Project	w/ Impact	Capacity	Cap w/Impact
Elementary LOS							
Middle LOS							
High LOS							

*This facility is to be designed for the elderly resident.



484018
727
W. F. AADT 23500
Mobile Hwy
90
4499 AADT 30500
4467
485271
4498
Mobile
101
Vanderbilt Rd
Westover Ave
Nothing found at this location
Westover Ave
4498
Leaflet

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING SUMMARY FORM

34-2S-30-0061-000-002
Property Reference Number

Dave Hemphill
Name

Westover
Address

☐ Owner ☐ Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- ☑ Zoning
- ☑ FLU
- ☐ Aerial
- ☐ Other:_____

PROPERTY INFORMATION

Current Zoning: Com Size of Property: 7.4 +/-

Future Land Use: Com Commissioner District: 2

Overlay/AIPD: N/A DSAP N/A

Subdivision:_____

Sanitary Sewer___ Septic Tank___ Density/Use Savings Clause Yes___ No___

CRA Redevelopment Area*: N/A

**For more info please contact the CRA at 595-3217 prior to application submittal.*

COMMENTS

Desired ~~Zoning~~: FLU MU-S

Is Locational Criteria applicable?_____ If so, is a compatibility analysis required?_____

Applicant wants Apartments. This requires a Small Scale Mgs amendment. Residential only allowed currently as part of a predominantly Commercial development

- ☐ Applicant will contact staff for next appointment
- ☐ Applicant decided against rezoning property
- ☐ Applicant was referred to another process
  - ☐ BOA ☐ DRC ☐ Other:_____ (Process Name)

Staff present: A Lindsay Date: 3/5/20

Applicant/Agent Name & Signature: Dave Hemphill

This form is for **rezoning inquiries** only and it doesn't negate or elevate the owner/applicant/ agent from any other necessary regulations, process or procedures required for development of this site. Applicant shall not rely on comments made by any County staff as approval or rejection of the proposed development. until the appropriate application has been submitted.

Comprehensive Plan
Small-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2020-02
Location:	Westover Street
Parcel #:	34-2S-30-0061-000-002
Acreage:	7.5 acres±
FLU Request:	From Commercial (C) to Mixed-Use Suburban (MU-S)
Applicant:	Dave Hemphill, KG Development, Agent for Area Housing Commission, Owner
Meeting Dates:	Planning Board, July 6, 2020
	BCC, August 6, 2020

Summary of Proposed Amendment:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a vacant 7.5 (+/-) acre parcel from Commercial (C) to Mixed-Use Suburban (MU-S). The property is a split zoned parcel of commercial and HDMU and is divided by a local road, Westover Street.

A FLU change to MU-S will allow residential development within the existing commercial zoning district regardless of a primary commercial component as currently required by the existing Commercial FLU. Both the future land use categories are described in Comprehensive Plan Policy FLU 1.3.1 and summarized as follows:

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Suburban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses." The range of allowable uses is "residential, retail and services, professional office, recreational facilities, public and civic, limited agriculture." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Land Development Code FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. General amendment conditions. *All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:*

1. Need and benefit. *There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.*

Analysis:

The provision of affordable housing is consistent with Comprehensive Plan objective OBJ HOU 1.2, Affordable Housing, to "assure the provision of safe, sanitary and affordable housing for moderate, low, and very low-income residents." Affordable housing is defined as "housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the median adjusted gross annual income for the households [defined] in Florida Statutes as amended."

The requested FLU change would remove the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development.

Although county housing officials confirm there is a county-wide shortage of below market rate or subsidized residential development, the application did not appear to reference any specific definition or need of affordable housing.

2. Professional practices. *The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.*

Analysis: Accepting affordable housing as the identified need, the amendment proposes a replacement FLU that most easily maximizes the residential density of the existing Com and HDMU zoning at 25 du/acre while remaining consistent with surrounding property. The proposed change to MU-S would be compatible to the existing affordable housing development on the residential to the west and south.

Although the parcel's Com zoning is shared with most surrounding parcels, the proposed land use change to mixed use suburban for a multi-family residential use would generally be in keeping with the MU-S to the west of the area.

b. FLUM amendment conditions. *In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.*

Analysis: The proposed amendment complies with all three conditions

established by Florida Statutes, §163.3187(1), for the adoption of any small-scale comprehensive plan amendment:

(a)The subject 7.5(+/-) acre parcel is a use of 10 acres or fewer.

(b)The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.

(c)The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 Residential Areas. *The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.*

Analysis: The portion that is Commercial zoning is primarily intended to allow more diverse and intense commercial uses than the portion zoned HDMU, mixed-use district, but residential use is currently allowed in the commercial portion as long as development is a predominately commercial development. The proposed Mixed-Use Suburban will allow site development to easily achieve the maximum residential density.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

Analysis: Although the site-specific requirement for residential development to be secondary to commercial would be lost in the proposed FLU change, MU-S would otherwise promote mixed use development generally within the urban area around the subject parcel.

3. Infrastructure

Policy HOU 1.1.4 Adequate infrastructure*. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.*

GOAL CMS 1 Concurrency Management System
Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

a. Potable Water.

Policy INF 4.1.6 Developer Responsibility*. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

Policy INF 4.1.7 Level of Service (LOS) Standards*. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The application included documentation confirming available potable water source, treatment, pumping, and distribution to the proposed development from the Peoples Water Service Company system. Development of the subject parcel would be an efficient use of the available water infrastructure.

b. Sanitary Sewer.

Policy INF 1.1.7 Level of Service (LOS) Standards*. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Policy INF 1.1.11 Required New Service Connection*. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The application included documentation confirming available sanitary sewer to the proposed development from the ECUA system at the county's adopted LOS. Development of the parcel would be an efficient use of the available sewer infrastructure.

c. Solid Waste Disposal.

Policy INF 2.1.2 Perdido Landfill Operation*. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

Policy INF 2.1.4 Level of Service (LOS) Standards*. The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill

will provide solid waste disposal capacity through 2045.

d. Stormwater Management.

Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

Analysis: *Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.*

e. Transportation and Mobility.

Policy MOB 1.1.2 On-site Facilities*. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.*

Policy MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Compliance with adopted on-site traffic flow and access management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use. The subject parcel is adjacent to commercial and across from existing residential and development of the parcel would be compatible with the existing residential development as well as an efficient use of the available transportation infrastructure.

4. **Protected Resources.**

a. Wellheads.

Policy CON 1.4.1 Wellhead Protection*. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: The applicant provided information that the subject parcel is within the 20-year wellhead protection area. The proposed use of multi-family would be no different than a single-family subdivision and at the time of development, this would be reviewed for compliance with all regulations in the Land Development Code.

b. Historically Significant Sites.

Policy FLU 1.2.1 State Assistance*. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

Analysis: The applicant indicated the lack of any historical impact and has provided data from the Florida Master Site File, Division of Historical Resources.

c. Wetlands and Habitat.

Policy CON 1.1.2 Wetland and Habitat Indicators*. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

Analysis: The subject parcel is within the X flood zone. This would be reviewed and confirmed prior to any site development plan approval, and an elevation certificate may be needed.

d. Urban Forest.

Policy CON 1.6.4 Urban Forest Management*. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.*

Analysis: Compliance with adopted tree protection and landscaping provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: SSA 2020-02 **Agenda Item Number/Description:** _____

_____ In Favor ___L___ Against

*Name: John Thomas

*Address: 52 Pen Haven *City, State, Zip: Pens. FL 32506

Email Address: _____ Phone: 850-221-8692

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA 2020-02 Ordinance- Westover St

Date: 4/21/20

Date requested back by: 5/06/20

Requested by: Allyson Cain

Phone Number: 595-3547

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 4-21-2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 34, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 0061-000-002, TOTALING 7.5 (+/-) ACRES, LOCATED ON WESTOVER STREET, FROM COMMERCIAL (C) TO MIXED USE SUBURBAN (MU-S) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2020-02."

Section 3. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 34, Township 2S, Range 30W, parcel number 0061-000-002, totaling 7.5 (+/-) acres, located on Westover Street, as more particularly described in the Boundary Survey description produced by WilsonMiller, Professional Surveying, dated 10/26/2004, attached as Exhibit A, from Commercial (C) to Mixed-Use Suburban (MU-S).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the State Planning Agency or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 5-6-2020

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

Legal Description: (As Furnished)

PARCEL "B":
COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF FAIRFIELD SUBDIVISION, ACCORDING TO PLAT FILED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:
THENCE GO NORTH 75 DEGREES 28 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (70' R/W) A DISTANCE OF 464.83 FEET; THENCE GO SOUTH 14 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 647.33 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 75 DEGREES 38 MINUTES 00 SECONDS EAST A DISTANCE OF 674.76 FEET (CALCULATED 674.48 FEET) TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION ACCESS ROAD; THENCE GO SOUTH 39 DEGREES 49 MINUTES 40 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THE ACCESS ROAD A DISTANCE OF 80.43 FEET (CALCULATED 81.09 FEET) TO A POINT OF CURVATURE; THENCE GO ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET AN ARC DISTANCE OF 227.77 FEET (CH = 205.06', CH BRG = S 05°10'20" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 50 DEGREES 10 MINUTES 20 SECONDS WEST ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 48.84 FEET TO A POINT OF CURVATURE; THENCE GO ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 402.00 FEET AN ARC DISTANCE OF 287.27 FEET (CH = 281.20', CH BRG = S 29°42'01" W) TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WESTOVER AVENUE (50' R/W) ALSO BEING THE NORTH LINE OF WESTOVER HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 58 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 88 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF WESTOVER HEIGHTS A DISTANCE OF 418.16 FEET; THENCE GO NORTH 14 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 372.69 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 6.262 ACRES.

PARCEL "C":
COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF FAIRFIELD SUBDIVISION, ACCORDING TO PLAT FILED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 75 DEGREES 28 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (70' R/W) A DISTANCE OF 464.83 FEET; THENCE GO SOUTH 14 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 1072.08 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 88 DEGREES 08 MINUTES 40 SECONDS EAST A DISTANCE OF 282.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF WESTOVER HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 58 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 51 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID WESTOVER HEIGHTS SUBDIVISION A DISTANCE OF 237.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE FIRST ADDITION TO PEN HAVEN SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF THE FIRST ADDITION TO PEN HAVEN SUBDIVISION OF 213.27 FEET; THENCE GO NORTH 14 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 247.01 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.349 ACRES.

Surveyor's Notes:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS HAVE NOT BEEN LOCATED OR SHOWN HEREON.
3. THIS DRAWING DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF CARLISLE UNIT NO. 1 (PLAT BOOK 9, PAGE 14), ESCAMBIA COUNTY, FLORIDA, AS BEING N 82°38'05"W.
5. JURISDICTIONAL WETLANDS AND/OR HAZARDOUS WASTE SITES, IF ANY, ARE NOT LOCATED OR SHOWN.
6. INTERIOR FENCES, DITCHES NOT LOCATED AS PART OF THIS SURVEY.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND/OR ABSTRACT OF TITLE. THEREFORE, THERE MAY BE MATTERS OF PUBLIC RECORD THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT DEPICTED HEREON.
8. PROPERTY LIES WITHIN FLOOD ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12033C 0315F, DATED 02/23/2000.
9. FIXED IMPROVEMENTS DO NOT EXIST.
10. OWNERS NAME AND PREVIOUS BOUNDARY AND TOPOGRAPHIC SURVEY (HARD COPY AND DISK) WERE PROVIDED TO WILSONMILLER, INC.
11. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 88.

Surveyor's Certification:

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT
THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY OF THE REAL PROPERTY DESCRIBED HEREON. WE FURTHER CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

WILSONMILLER, INC.
LICENSED BUSINESS NO. LB 43

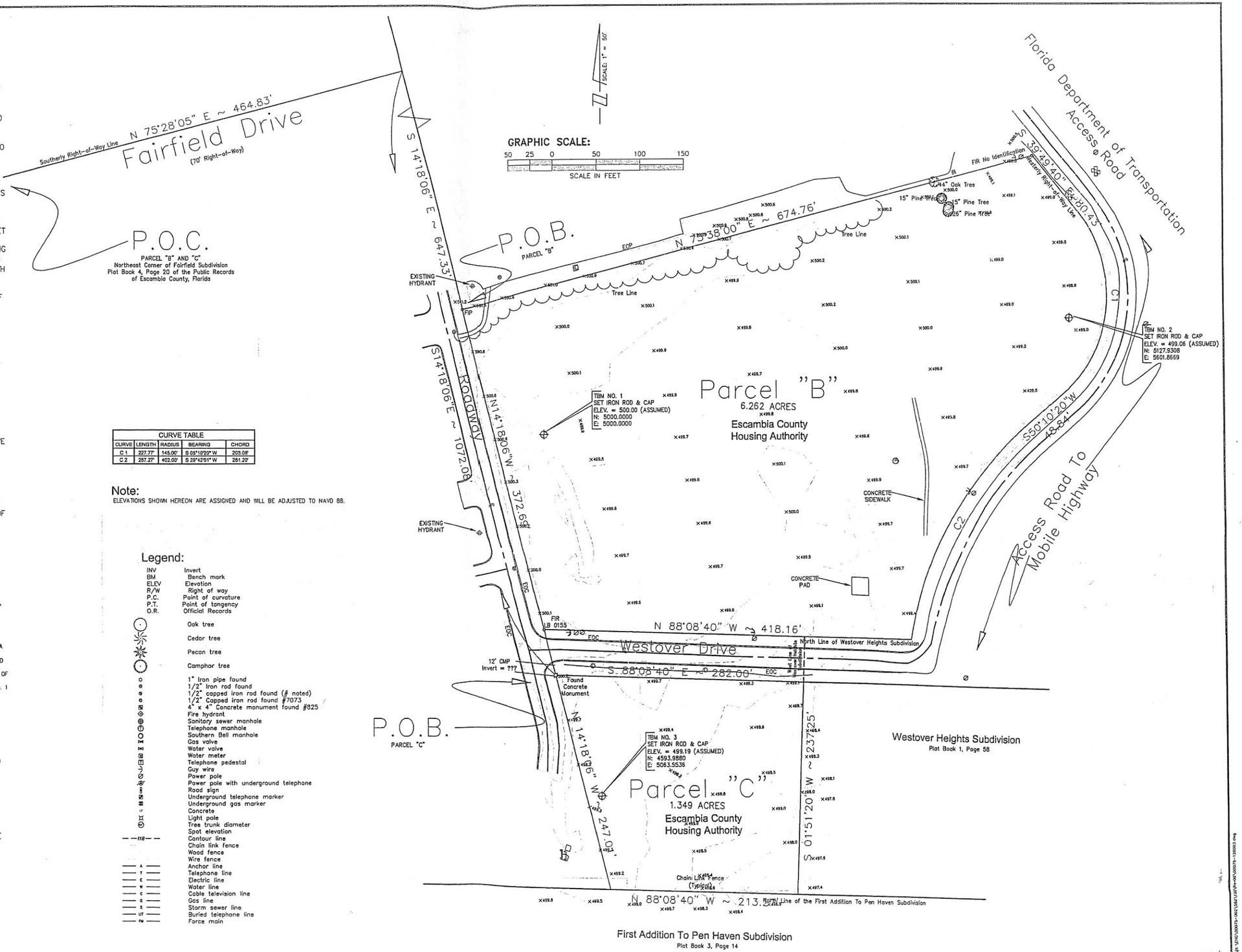
ANDREW B. BECK
PROFESSIONAL SURVEYOR & MAPPER NO. 6065
STATE OF FLORIDA
LAST DATE OF FIELD SURVEY, OCTOBER 9, 2004

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C 1	227.77'	145.00'	S 05°10'20" W	205.06'
C 2	287.27'	402.00'	S 29°42'01" W	281.20'

Note:
ELEVATIONS SHOWN HEREON ARE ASSIGNED AND WILL BE ADJUSTED TO NAVD 88.

Legend:

INV	Invert
BM	Bench mark
ELEV	Elevation
R/W	Right of way
P.C.	Point of curvature
P.T.	Point of tangency
O.R.	Official Records
	Oak tree
	Cedor tree
	Pecan tree
	Camphor tree
o	1" Iron pipe found
⊗	1/2" Iron rod found
⊙	1/2" capped iron rod found (# noted)
⊙	1/2" Capped iron rod found #7073
⊙	4" x 4" Concrete monument found #825
	Fire hydrant
	Sanitary sewer manhole
	Telephone manhole
	Southern Bell manhole
	Gas valve
	Water valve
	Water meter
	Telephone pedestal
	Guy wire
	Power pole
	Power pole with underground telephone
	Road sign
	Underground telephone marker
	Underground gas marker
	Concrete
	Light pole
	Tree trunk diameter
118	Spot elevation
	Contour line
	Chain link fence
	Wood fence
	Wire fence
A	Anchor line
T	Telephone line
E	Electric line
W	Water line
C	Cable television line
G	Gas line
S	Storm sewer line
UT	Buried telephone line
FM	Force main



REV NO.	REVISION	DATE	DRAWN BY / EMP. NO.	CHECKED BY / EMP. NO.

ACTIVITY	INITIALS/EMP. NO.	DATE
DESIGNED BY:		
DRAWN BY:	MDM / 1622	10/12/04
CHECKED BY:		
CONTRACT ADMIN. BY:		
WM APPROVED BY:		

WilsonMiller
Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
WilsonMiller, Inc.
Naples • Fort Myers • Sarasota • Tampa • Tallahassee • Panama City Beach
100 Beckrich Road, Suite 140 • Panama City Beach, Florida 32407 • Phone 850-256-6770 • Fax 850-236-3690 • www.wilsonmiller.com

CLIENT: FEMA / USACE
PROJECT: AREA HOUSING COMMISION
TEMPORARY MOBILE HOME DEVELOPMENT

DATE: Oct. 2004
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: N/A
SEC: 34 TWP: 2S RGE: 30W
CROSS REFERENCE FILE NO.:

TITLE: SURVEY

KIM B. BOTTONY
LICENSE # 49921
INDEX NUMBER: D-0075-120
PROJECT NUMBER: 00075-002-582-BP004
SHEET NUMBER: 3 OF 11

OCT 26 2004

Printed On: 10/25/04, @ 09:44 AM - Sharris 00075-120\003-Sheet 3.PLT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18263 **Growth Management Report 12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map; SSA-2020-03
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map; SSA-2020-03

That the Board review and recommend to the Board of County Commissioners (BCC) for action, an ordinance amending the Future Land Use Map (FLUM) of the Comprehensive Plan by Small-Scale Amendment SSA-2020-03, changing the Future Land Use category of a parcel within Section 50, Township 2S, Range 30W, Parcel # 1000-000-001, totaling 8.44 (+/-) acres, located on Old Corry Field Road, from Commercial (C) to Mixed-Use Urban (MU-U).

BACKGROUND:

The small-scale amendment to the Future Land Use (FLU) map of Escambia County proposes to change the FLU category of a 8.44(+/-) acre parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel is currently vacant and surrounded by non-residential uses and Commercial zoning. The amendment is proposed to eliminate the Commercial FLU-based restriction that allows residential development only when secondary to commercial development and allow for residential development.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is required by Comprehensive Plan policies to designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas. Amendment of the FLU Map to designate such land uses requires public hearing review and recommendation by the Board prior to approval by the BCC.

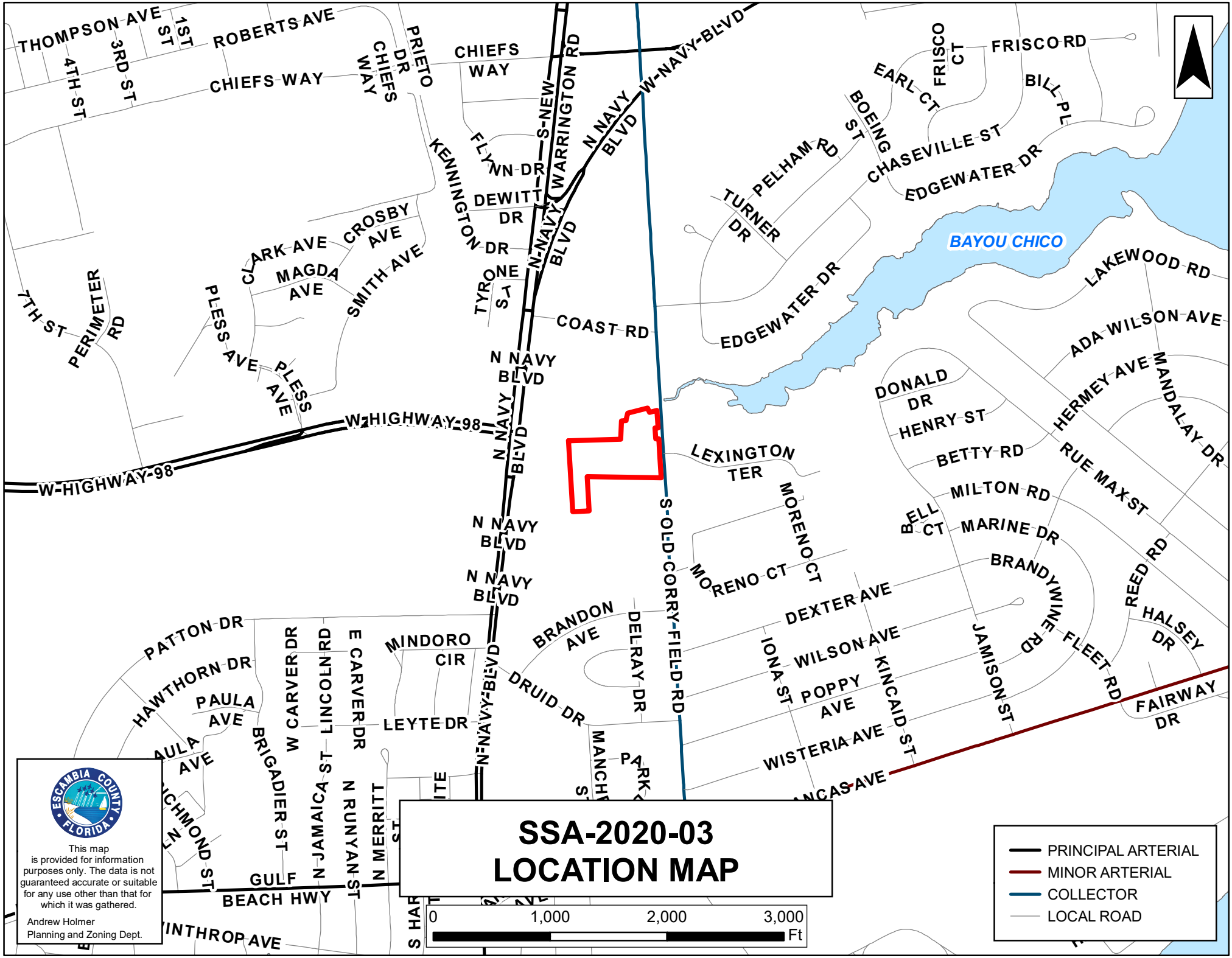
IMPLEMENTATION/COORDINATION:

This Ordinance amending the FLUM of the Comprehensive Plan will be filed with the Department of State following adoption by the BCC. Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to staff and interested citizens. The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

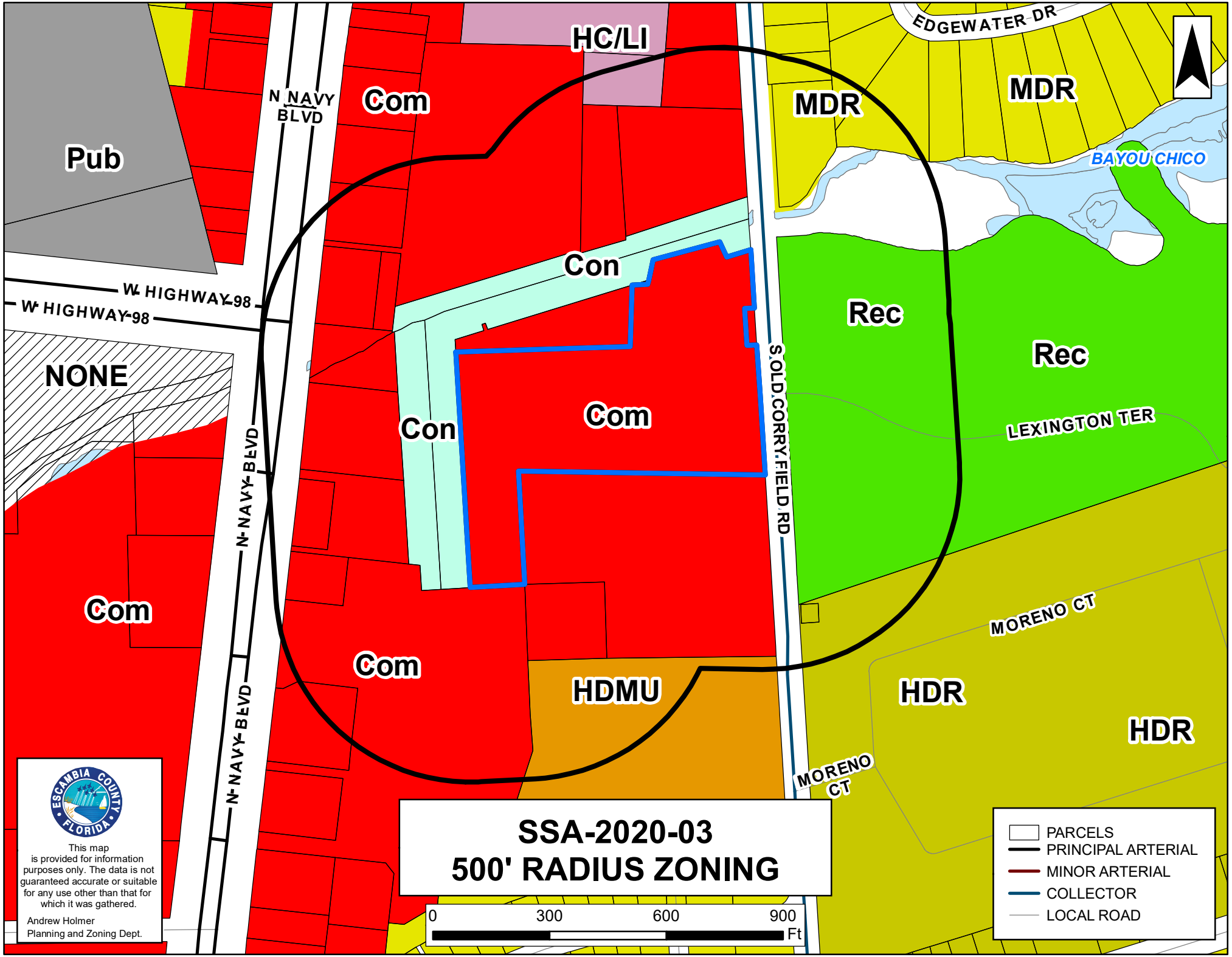
Attachments

Working Case File
Draft Ordinance

SSA-2020-03



SSA-2020-03
LOCATION MAP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SSA-2020-03
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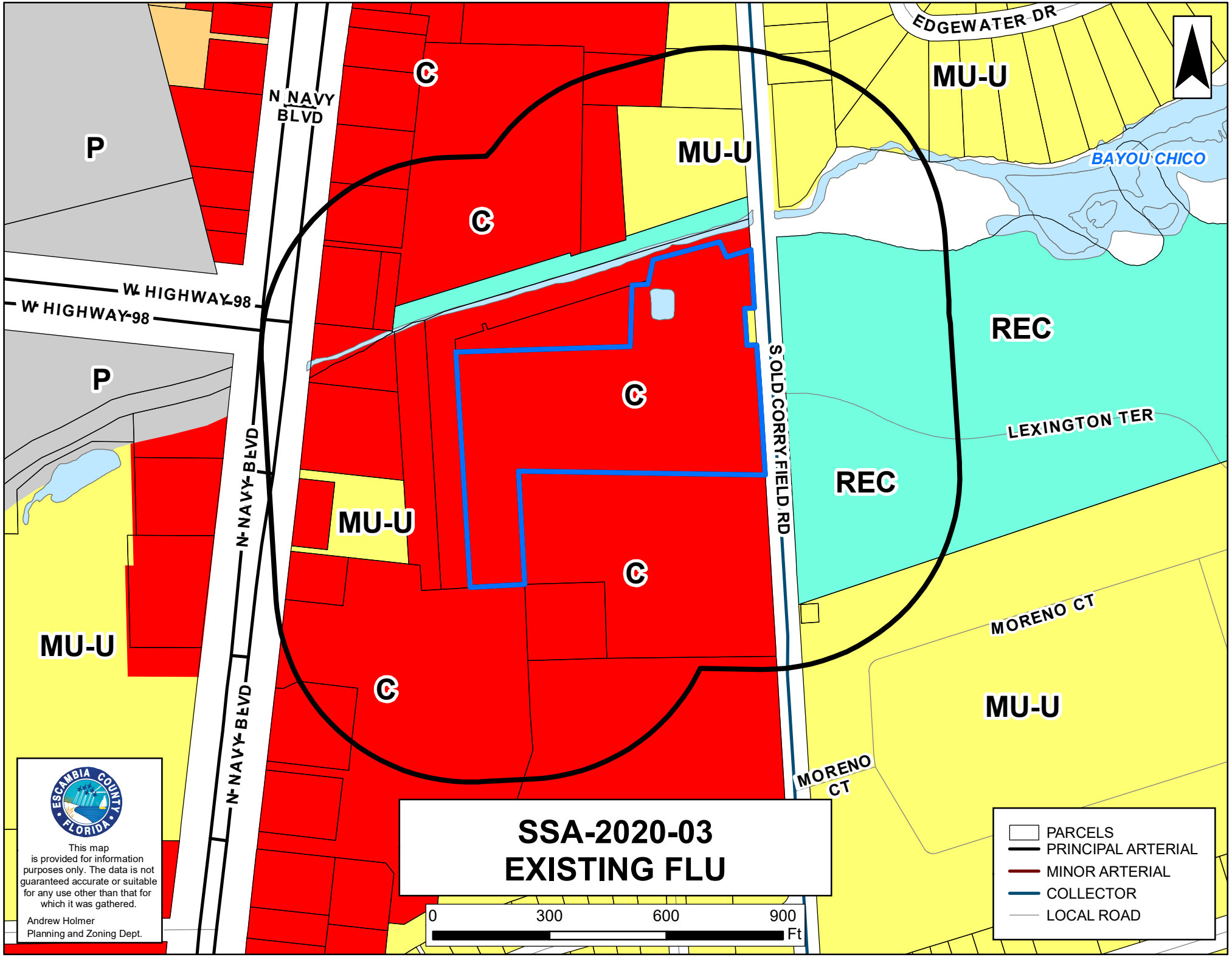
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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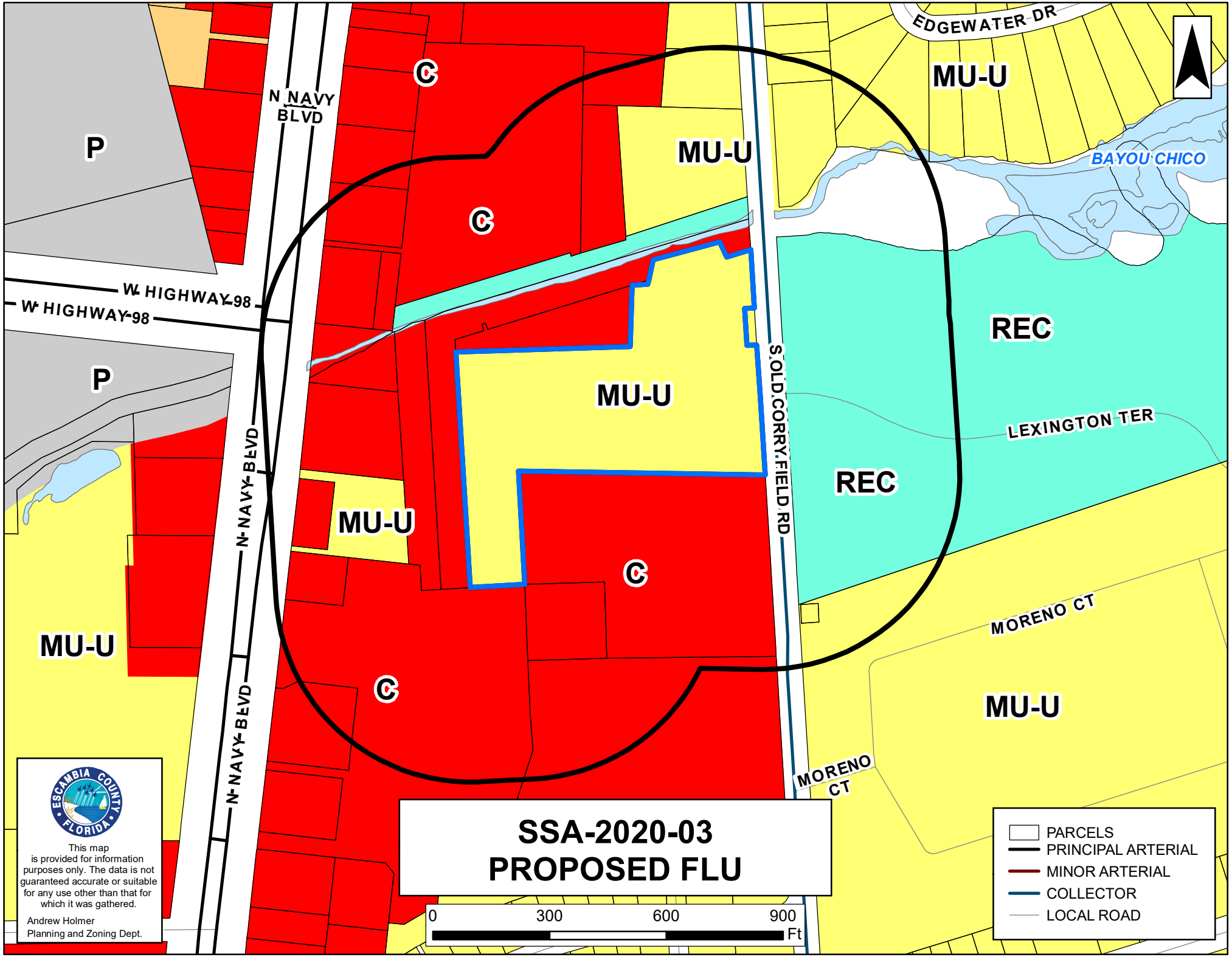
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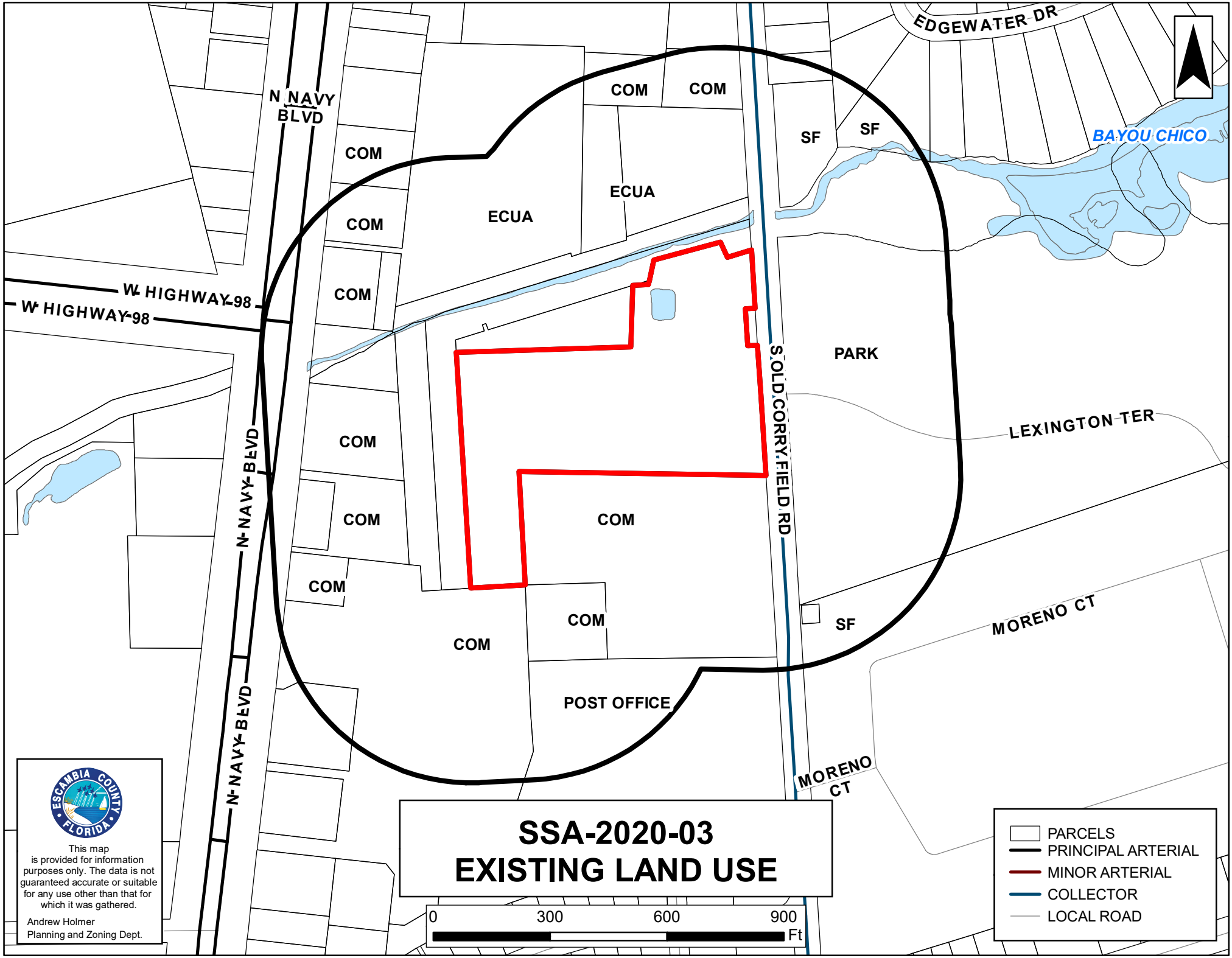
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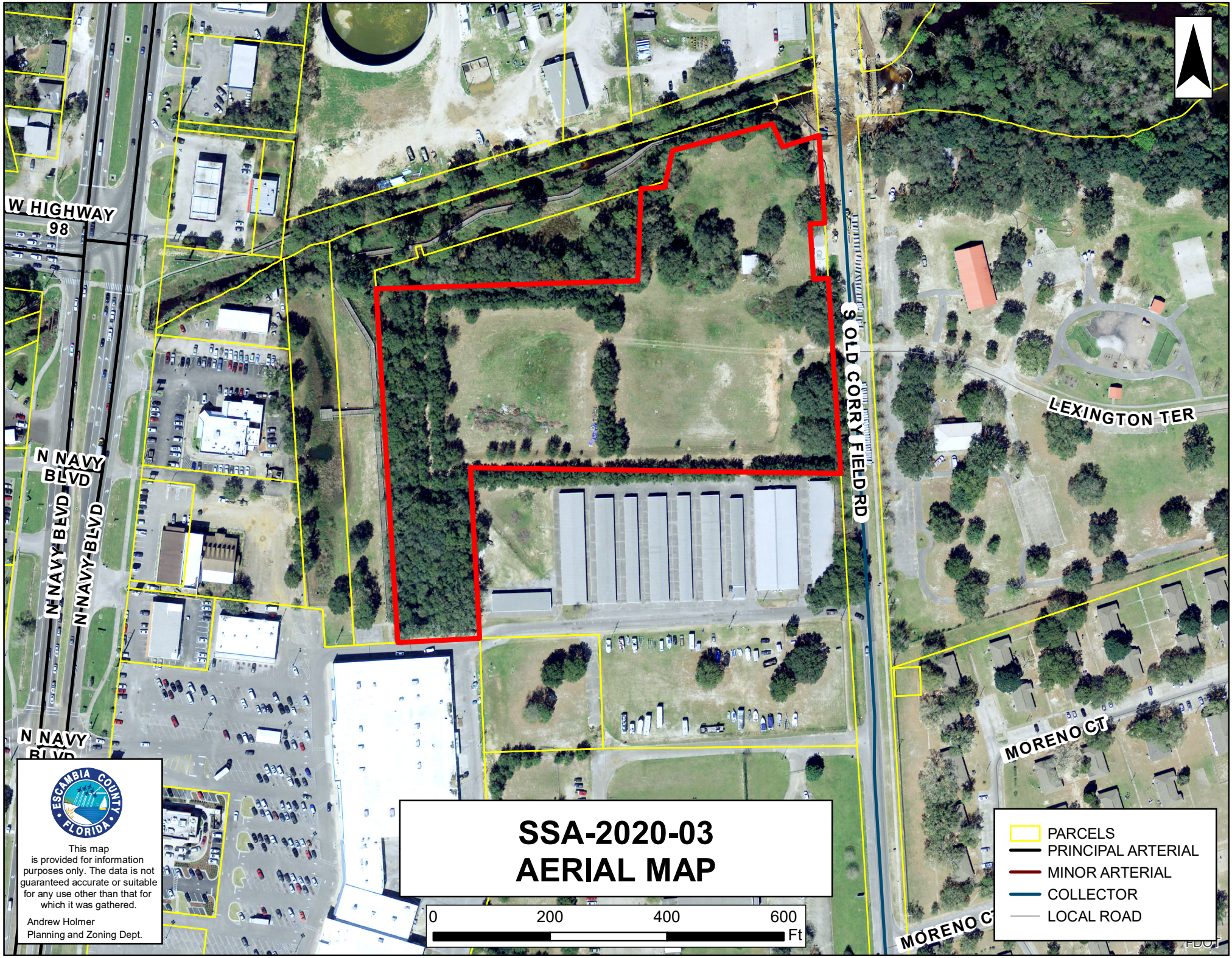
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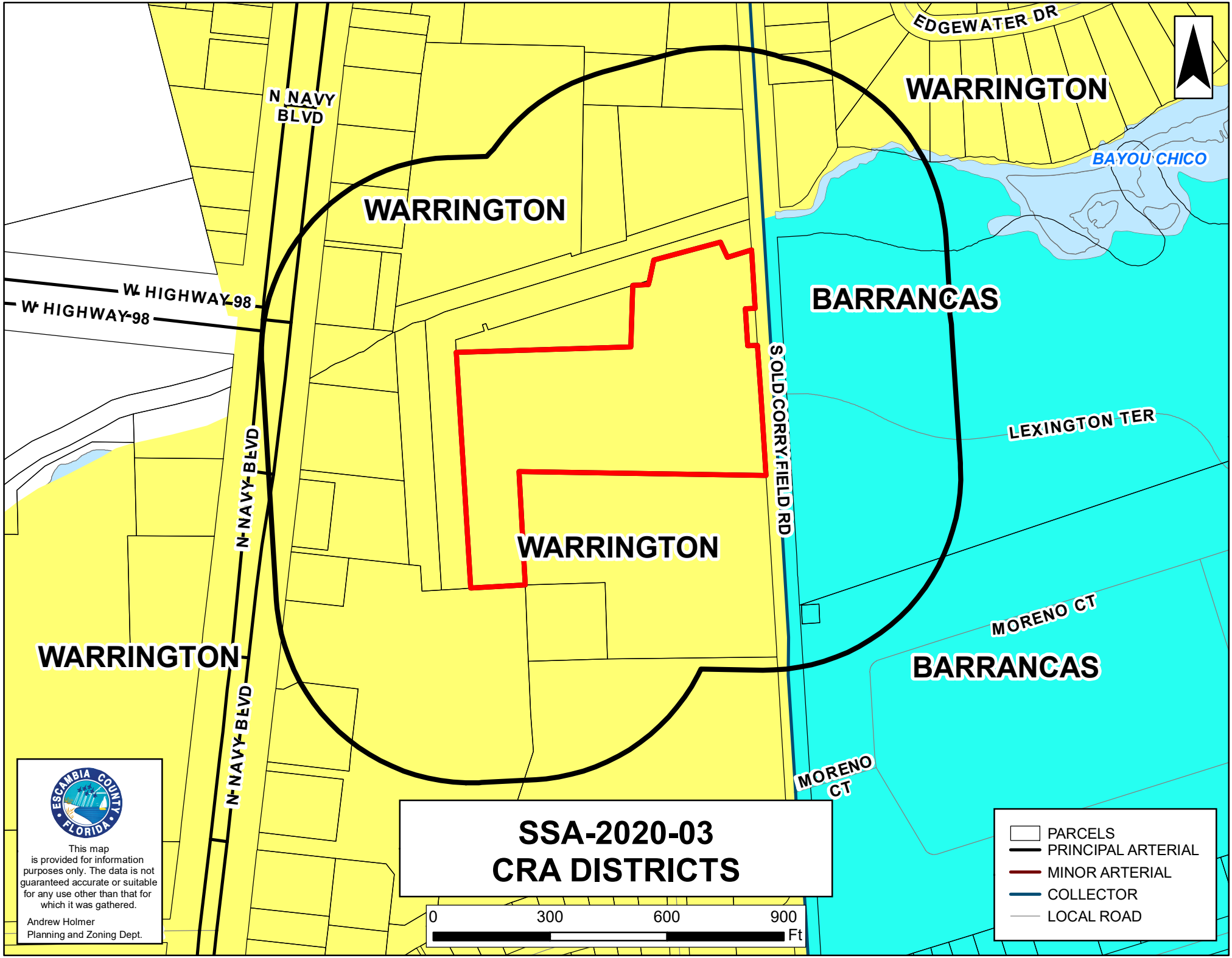
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



Public hearing sign



Looking onto subject property from Old Corry Field Rd



Looking northwest
onto property



Looking east across
Old Corry Field



Looking north from subject property



Looking south from subject property



Another view of subject property

DEVELOPMENT SERVICES, LLC
SITE - CIVIL ENGINEERS

1550 Creighton Rd Suite 1
Pensacola, FL 32504
850-332-6288

April 15, 2020

Escambia County Development Services
3363 West Park Place
Pensacola, FL 32505

Re: Future Land Use Map Amendment Request
South Old Corry Road
Our Project Number 2004

Development Services:

Please accept this letter as our request for a map amendment for the referenced parcel.

The Owner is:

Area Housing Commission
1920 W. Garden Street
Pensacola, FL 32502
(850) 438-8561

The reason for the request: Currently the parcel's Future Land Use is Commercial. The Owner wants to build affordable housing on the parcel. It is adjacent to a similar parcel with affordable housing owned by the Area Housing Commission. Commercial is not the appropriate FLU, as the envision project is for housing only. The density for COM is 25 units per acre.

The requested FLU category is MU-U. Mixed-Use Urban. The density is 25 units per acre. The project will not contain any retail elements.

I will act as the Owner's agent:

Dave Hemphill

Dave Hemphill
KG Development Services
1550 Creighton Road, Suite 1
Pensacola, FL 32504

dkh.7@icloud.com

(850) 572-1996

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

SSA-2020-03
2004148 PPB

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT X
LARGE SCALE FLU AMENDMENT _____
Current FLU: Com **Desired FLU:** MU-U **Zoning:** Com **Taken by:** A.L
Planning Board Public Hearing, date(s): TBD

BCC Public Hearing, proposed date(s): _____

Fees Paid $2,122.50 **Receipt #** _____ **Date:** 4/14/20

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

Name: Area Housing Commission

Address: 1920 W. Garden Street

City: Pensacola State: FL Zip Code: 32502

Telephone: (850) 438-8561

Email: execdir@areahousing.org

DESCRIPTION OF PROPERTY:

Street address: 901 S. Old Corry Road

Subdivision:

Property reference number: Section 50 Township 2S Range 30

Parcel 1000-000-001 Lot _____ Block _____

Size of Property (acres) 8.27 acres

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 901 Old Corry Field Rd, Pensacola, Florida, Property Reference Number(s) 50-25-30-1000-000-001, I hereby designate David K. Hemphill for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 31st day of March, the year of 2020, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

X _____ 3-31-20 Abe Singh
Signature of Property Owner Date Printed Name of Property Owner

David K Hemphill 3.31.2020 David K. Hemphill
Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of March, year of 2020, by Abe Singh who ( ) did (X) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current FL DL S520-000-47-015-0 as identification.

_____ 3-31-20 Mary Ann Patti
Signature of Notary Public Date Printed Name of Notary Public

Commission Number GG 361819 My Commission Expires August 1, 2023
August 1, 2023 GG 361819
(Notary seal must be affixed)

MARY ANN PATTI
MY COMMISSION # GG 361819
EXPIRES: August 1, 2023
Bonded Thru Notary Public Underwriters

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

X _____ Abe Singh 3-31-20
Signature (Property Owner) Printed Name Date

Dduidk.Humphill Dduidk.Humphill 3.31.2020
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 1550 Creighton Road, Suite 1

City: Pensacola State: FL Zip: 32504

Telephone (850) 332 - 6288 Fax # (–) – - –

Email: dkh.7@icloud.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 31st day of March, year of 2020 by, Abe Singh who ( ) did (X) did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current FL DL S520-000-47-045-0 as identification.

Mary Ann Patti 3-31-2020 Mary Ann Patti
Signature of Notary Public Date Printed Name of Notary
My Commission Expires GG 361819 Commission No. August 1, 2023
(Notary seal must be affixed)

MARY ANN PATTI
MY COMMISSION # GG 361819
EXPIRES: August 1, 2023
Bonded Thru Notary Public Underwriters

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: 901 Old Corry Field Rd

Property reference #: Section 50 Township 2S Range 30

Parcel # 50-2S-30-1000-000-001

Project Address: 901 Old Corry Field Rd

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 31st DAY OF March, 2020

X _____ _____
Owner's signature **Owner's name (print)**

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

Escambia County Tax Collector

COVID-19 UPDATE: Governor DeSantis has issued an executive order to waive the delinquent penalty for 2019 property taxes through April 15, 2020.

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click here.

Pay by eCheck -There is NEVER AN EXTRA FEE.

2019 Roll Details — Real Estate Account At 901 OLD CORRY FIELD RD

Real Estate Account #08-0002-000 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	NO TAXES DUE	NO TAXES DUE	NO TAXES DUE		NO TAXES DUE

Get Bills by Email

No taxes due
Print Paid Bill

Owner: AREA HOUSING COMMISSION
PO BOX 18370
PENSACOLA, FL 32523
Situs: 901 OLD CORRY FIELD RD

Account number: 08-0002-000
Alternate Key: 155629
Millage code: 08
Millage rate: 13.7362

Assessed value: 131,557
School assessed value: 287,525
Unimproved land value: 287,525

Exemptions

MUNICIPAL-CITY OWNED: 287,525



Location is not guaranteed to be accurate.

Property Appraiser
View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

BEG AT INTER OF E LI OF ADMIRAL MURRAY BLVD AND NLY LI OF CORRY S/D PB 1 P 55 NLY ALG E LI OF BLVD TO CREEK ELY ALG CREEK TO W LI OF CORRY FIELD RD SLY ALG W LI TO N LI OF CORRY S/D WLY ALG SAID N LI TO BEG DB 476 P 244 LESS OR 3 P 164 PEOPLES WATER SERVICE LESS OR 2301 P 722 UNITED STATES POSTAL SERVICE HOUSE BILL #1498 LESS OR 4952 P 1307 ESCAMBIA COUNTY LESS OR 5870 P 1270 ECUA LESS OR 6848 P 853 ESCAMBIA COUNTY CA 296

Location

Geo number: 502530100000001
Range: 30
Township: 2S
Section: 50
Block: 001
Lot: 000
Use code: 1000
Total acres: 0.270

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	502S301000000001
Account:	080002000
Owners:	AREA HOUSING COMMISSION
Mail:	PO BOX 18370 PENSACOLA, FL 32523
Situs:	901 OLD CORRY FIELD RD 32507
Use Code:	VACANT COMMERCIAL
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	$287,525	$0	$287,525	$131,557
2018	$117,848	$0	$117,848	$117,848
2017	$117,848	$0	$117,848	$117,848

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

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

2019 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

BEG AT INTER OF E LI OF ADMIRAL MURRAY BLVD AND NLY LI OF CORRY S/D PB 1 P 55 NLY ALG E LI OF BLVD TO CREEK ELY...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
CA206

Approx. Acreage:
8.2699

Zoned:
Com

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Clara Long, Interim Director
Neighborhood & Human Services Department

April 22, 2020

Horace Jones, Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

SUBJECT: FUTURE LAND USE MAP AMENDMENT REQUEST FOR THE FOLLOWING PARCEL #50-2S-30-1000-000-001 FROM COMMERCIAL to MU-U
ADDRESS: 901 Old Corry Field Rd

Horace,

I have reviewed the Future Land Use Map Amendment Request package for the abovementioned location and my comments are below:

The 2010 update to the Warrington Redevelopment Plan serves as the CRA's guiding document for the Warrington Redevelopment Area. Chapter 3 of the redevelopment plan identifies redevelopment objectives and strategies.

The following is an excerpt from the Area Wide Strategy for Housing (pg. 23)

Objective

While many housing needs have been addressed in the Warrington area, there continues to be vacant, underutilized parcels and pockets of substandard housing in the area. The community's close proximity to the water also presents a unique set of storm mitigation issues.

Action Strategies

The CRA in conjunction with Neighborhood Enterprise Division must continue to target housing rehabilitation programs and hurricane mitigation programs to the Warrington area. Infill new construction, homeownership programs, and rehabilitation programs should continue to be targeted to the area. The county will continue to work with developers willing to undertake new subdivisions and rental complexes in the area such as the Wynn Oaks development south of Patton Drive and the Pines at Warrington located on West Navy Boulevard.

The following is an excerpt from the Area Wide Strategy for Zoning (pg. 25)

> Retention of the predominantly C-1 Commercial zoning along the arterial highways is particularly important. This has been the practice since the original plan was adopted in 1995 and has supported the redevelopment of the area.

Based on the identified need for infill new construction for homeownership programs and rental complexes, CRA staff support the proposed development of the subject vacant commercial property into affordable housing. It should be noted the subject property is not located on an arterial roadway. This circumstance might make this property more desirable for affordable housing rather than commercial development.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Max Rogers, AICP at 595-3499.

Sincerely,

Clara Long, Interim Director
Neighborhood & Human Services Department

DEVELOPMENT SERVICES, LLC
SITE-CIVIL ENGINEERS

1550 Creighton Rd Suite 1
Pensacola, FL 32504
850-332-6288

Data and Analysis

901 South Old Corry Road

1. Existing Infrastructure

A. Sanitary Sewer – letter of availability by ECUA attached

B. Solid Waste Disposal – solid waste disposal is readily available from private carriers

C. Potable Water – letter from Peoples Water is attached

D. Stormwater management – the site has no jurisdictional wetlands; it is adjacent to Jones Creek. The project will provide stormwater provisions consistent with both Escambia County and the Northwest Florida Water Management District requirements.

E. Traffic – This site is located on South Old Corry Field Road. South Old Corry Field Road is a two-lane collector road classified by Escambia County as a major rural collector road. South Old Corry Field Road connects to a Principal Arterial (W. Navy Boulevard) to the north and a Minor Arterial (Barrancas) to the south. The current average annual daily traffic (AADT) on South Old Corry Field Road is 6,100 (two-way). As a generalized approach, this AADT would indicate that this roadway is functioning in an uninterrupted manner at a Level of Service (LOS) better than B (8,600 AADT), which is far below the standard LOS D (24,200 AADT). This proposed FLU Amendment would not increase the existing residential density of 25 du/acre. Currently, elderly housing is envisioned at this location and the trip generation extrapolated from the ITE manual based on this maximum density is 720 trips/day, with a peak hour rate 33 trips/hour. The existing transportation infrastructure has sufficient capacity to accommodate this proposed Future Land Use amendment. The existing Traffic count map is attached.

F. Recreation and Open Space – The project will include a children's playground.

G. Schools – Letter from the Escambia County School Board is attached.

2. Proximity and impact on the following:

A. Wellheads – there are no wellhead impacts – either 7-year or 20-year time of travel, that impact this site.

B. Historically significant sites – see the attached report. No historically significant sites were found to be located on this previously developed site.

1550 Creighton Rd Suite 1
Pensacola, FL. 32504
850-332-6288

C. Natural resources – no wetlands are located on the site. See the attached map from information provided through the Florida Department of Environmental Protection, National Wetlands Inventory.

3. Consistency with the Existing Escambia County Comprehensive Plan

The request is to change the FLUM from Commercial to Mixed-Use Urban. See the two paragraphs below, describing the two designations and their criteria.

The reason for the request to change the FLUM pivots on the wording of the Commercial designation. The Commercial FLU is intended to be primarily commercial uses, but at the same time allows housing at the same density as Mixed-Use Urban. The request (MU-U) is less intensive than the current designation (COM).

FLUM Commercial (C) General Description: Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards:

Residential Minimum Density: None

Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FLUM Mixed-Use Urban (MU-U) General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Standards: Residential Minimum Density: 3.5 du/acre Maximum Density: 25 du/acre Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR) Maximum Intensity: 2.0 Floor Area Ratio (FAR) Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%

c) Non-Residential: Retail/Service 30% to 50% Office 25% to 50% Light Industrial 5% to 10%

DEVELOPMENT SERVICES, LLC
SITE-CIVIL ENGINEERS

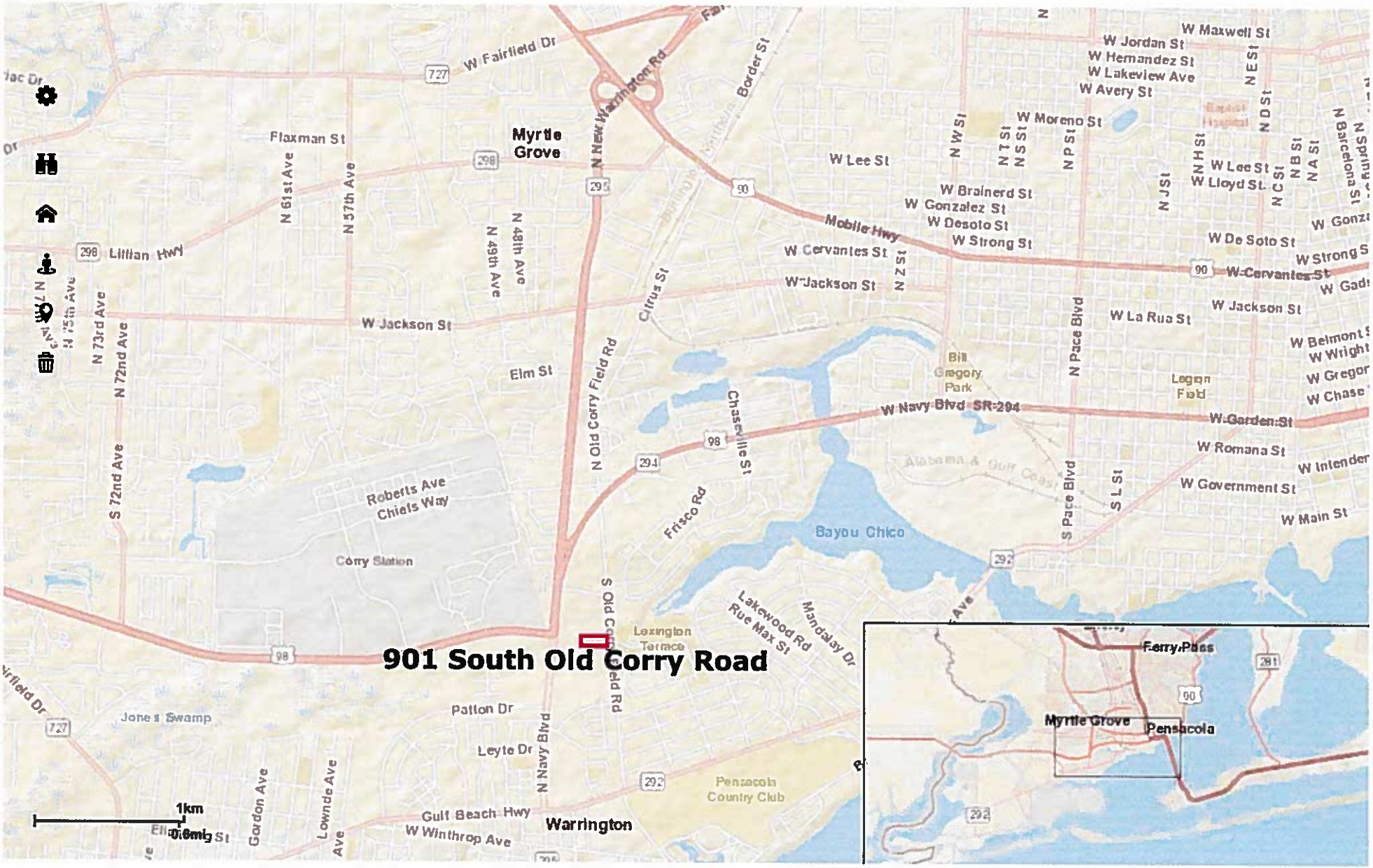
1550 Creighton Rd Suite 1
Pensacola, FL. 32504
850-332-6288

Jones Creek is located adjacent and to the north of the site. Across the creek to the north is the former Warrington Treatment Plant, now a wet-weather storage facility that pumps to ECUA's Central Water Reclamation Facility. It is no longer a treatment plant.

To the south is a self-storage facility. And south of that is the Warrington Post Office.

West of the site is a wide band of large trees, separating the site from the retail/restaurants on New Warrington Road.

East of the site is Lexington Terrace, an affordable housing facility operated by the same organization proposing this request: The Area Housing Commission.


901 South Old Corry Road
Myrtle Grove
Warrington
Pensacola
Ferry Pass
Bayou Chico
Corry Station
Jones Swamp
Pensacola Country Club
Bill Gregory Park
Legion Field
Lexington Terrace
Alabama & Gulf Coast
W Fairfield Dr
Flaxman St
Lillian Hwy
W Jackson St
Elm St
Roberts Ave
Chiefs Way
Patton Dr
Leyte Dr
Gulf Beach Hwy
W Winthrop Ave
N Old Corry Field Rd
S Old Corry Field Rd
N Navy Blvd
Frisco Rd
Chaseville St
Citrus St
Border St
Mobile Hwy
W Lee St
W Brainerd St
W Gonzalez St
W Desoto St
W Strong St
W Cervantes St
W Jackson St
W Navy Blvd SR-294
W Garden St
W Romana St
W Government St
W Main St
W La Rua St
W Moreno St
W Jordan St
W Hernandez St
W Lakeview Ave
W Avery St
W Maxwell St
W Lloyd St
W De Soto St
W Belmont St
W Wright
W Gregor
W Chase
W Intender
N Pace Blvd
S Pace Blvd
S L St
N 61st Ave
N 57th Ave
N 49th Ave
N 48th Ave
N 73rd Ave
N 72nd Ave
S 72nd Ave
Gordon Ave
Lownde Ave
Lakewood Rd
Rue Max St
Mandalay Dr
1km
0.6mi


FDOT
Florida Traffic Online (2018)
Lieutenant St
Commander St
Kennington Dr
Dewitt Dr
Crosby Ave
Smith Ave
Tyrone St
Coast Rd
Chaseville St
Pelham Rd
Pelham Ct
Turner Dr
Risher Ct
AADT 20000
AADT 17500
AADT 45000
AADT 27000
AADT 6100
AADT 4000
AADT 24000
US-98 W
N Navy Blvd
Brandon Ave
Delray Dr
Druid Dr
Moreno Ct
Mindoro Cir
Sulu Dr
N Carver Dr
W Carver Dr
Lincoln Rd
E Carver Dr
Leyte Dr
Myrtle Grove
Pensacola
Warrington
Pensacola Naval

901 S Old Corry



April 1, 2020

National Wetlands Inventory (areas)

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- Cadastral 2019 (Property Appraiser Parcels) - Public View

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.15 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, FDEP

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of any information,apparatus,product,or process disclosed,or represents that its use would not infringe privately owned rights.

Map created by Map Direct, powered by ESRI.

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

April 2, 2020

KG Development Services
Attn: Dave Hemphill
150 Creighton Road, Suite 1
Pensacola, Florida 32504

RE: Old Corry Field Road Housing
901 South Corry Field Road
Pensacola, Florida 32504
Letter of Capacity Reservation

Dear Mr. Hemphill:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell District One
Lois Benson District Two
Cedric Alexander District Three
Dale Perkins District Four
Larry Walker District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation and/or Wastewater Plant Capacity Reservation

Date: March 30, 2020 Service Requested: Water Well____ Sewer Plant X

Name of Project: Old Corry Field Road Housing Area (Acres): 8.27

Project Address: 901 South Old Corry Field Road

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential X Commercial____ Industrial____ Other____

(Explain)____

Number and/or Size of Units: 8.27 acres x 25 du/acre = 206 du

Average size unit is 1200 sf

Estimated Flow: (Average Day) Water____ Sewer 41,200 (200 gpd / du)

How will water and/or sewer be provided if not from ECUA? Project will not be built

Special Requirements: ____

Owner of Property: (type or print) Area Housing Commission

Address: 1920 W. Garden St Pensacola Phone: 438-8561

Developer: (type or print) Area Housing Commission

Address: ____ Phone: ____

Engineer: (type or print) KG Development Services

Address: (type or print) 550 Creighton Road Suite 1 Phone: 332-6288 Email: dkh.7@icloud.com

Submitted By: (type or print) Dave Hemphill Title: Project Manager

Signature of Submitter: Dave Hemphill Title: ____

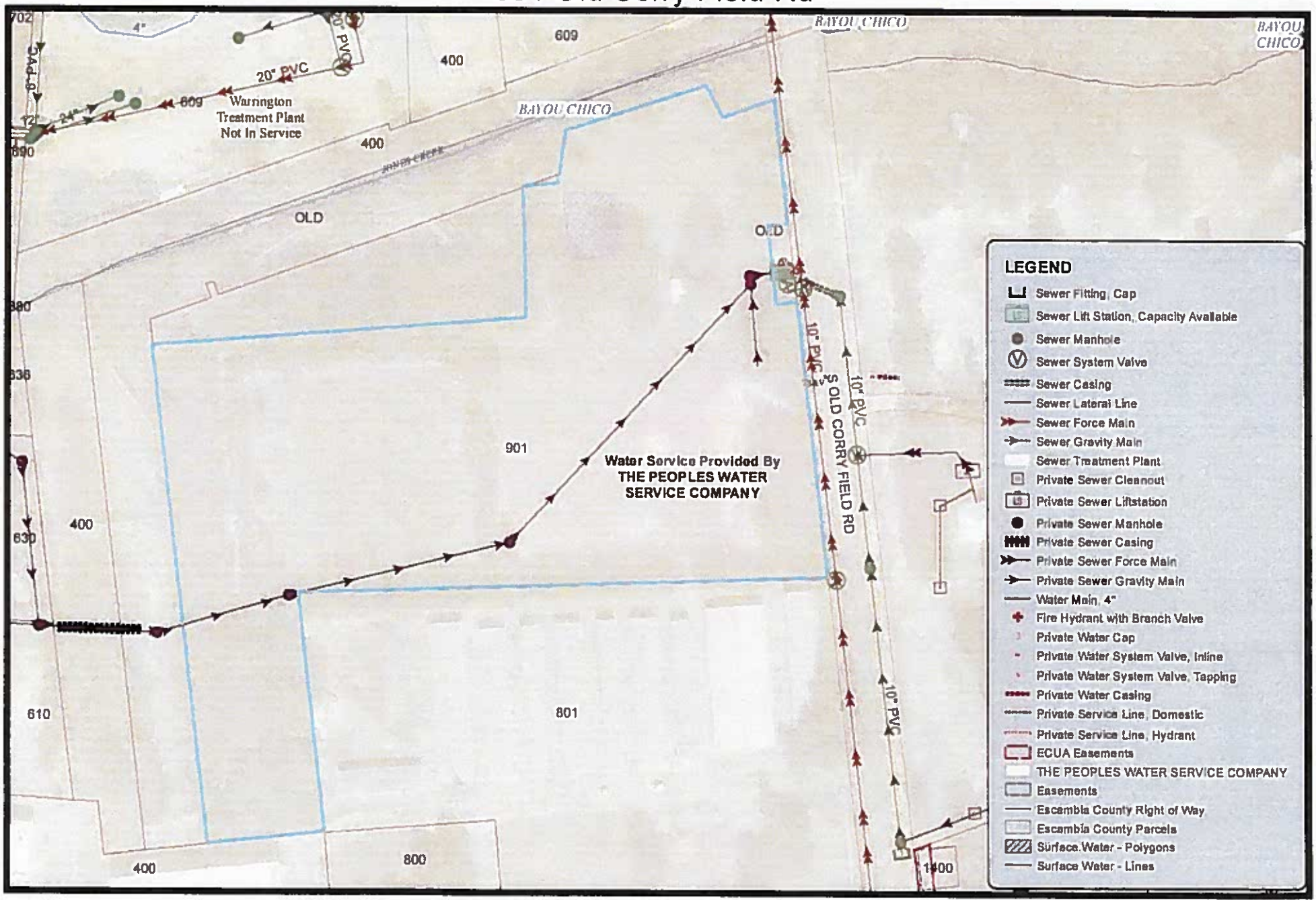
FOR ECUA USE ONLY:

Water Zone: North ____ South X

Wastewater Treatment Plant: Bayou Marcus ____ CWRF X Other ____

*****Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

901 Old Corry Field Rd



1 inch = 150 feet
Date: 3/31/2020

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown, which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

EOPLES WATER SERVICE COMPANY OF FLORIDA, INC.

P.O. BOX 4815 • 905 LOWNDE AVENUE PENSACOLA, FLORIDA 32507-0815
(850) 455-8552 FAX (850) 456-1010

April 1, 2020

RE: Potable Water Availability at 901 South Corry Field Road Pensacola, FL

To Whom It May Concern:

Please be informed that the property located at 901 South Corry Field Road is located within Peoples Water Service Company of Florida Inc.'s Florida Public Service Commission certificated service area. Our utility has the source, treatment, pumping, and water distribution system capacity to serve potable water to this property.

Water service will be provided under our normal rules and regulations as specified in the Florida Public Service Commission Tariff.

If I can be of any further assistance, please feel free to contact me at (850) 455-8552 or by email at TheoDeleon@PeoplesWaterService.Com .

Respectfully,

Theo Deleon
Assistant Manager
Peoples Water Service Company of Florida, Inc.

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	**South Old Corry Road Housing**
Project Location	**901 South Old Corry Road**
Parcel ID Numbers	**50-2S-30-1000-000-001**
Property Owner/Developer	**Area Housing Commission**
Applicant Name	**KG Development Services, LLC/Dave Hemphill, PE**
Applicant Address	**1550 Creighton Road, Suite 1, Pensacola, FL 32504**

School Level of Service Reservation			
Level of Service	**Warrington Elem.**	**Warrington Middle**	**Pensacola High**
Reserved Students	**15.12**	**7.56**	**7.56**
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

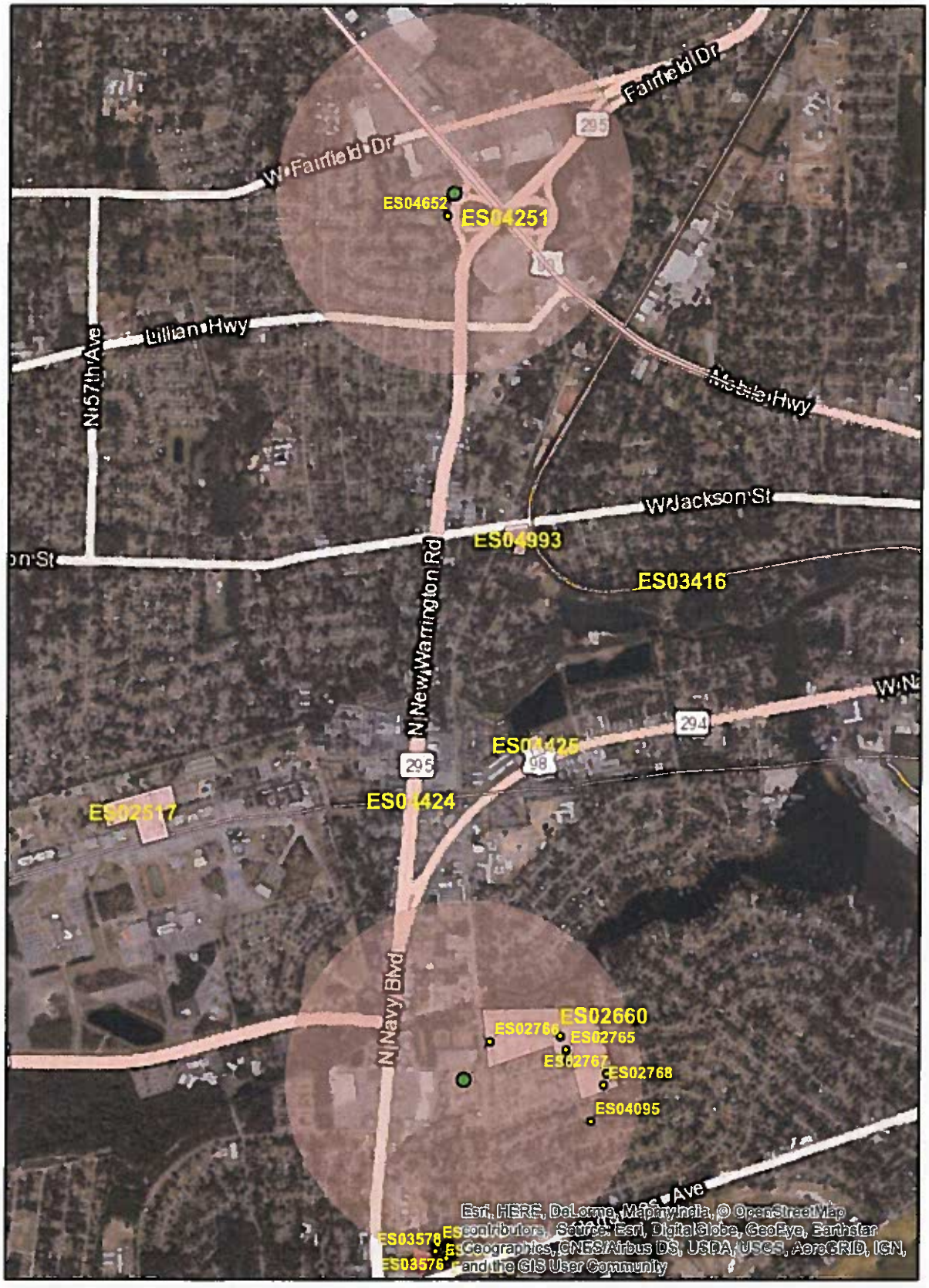
This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

April 15, 2020
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations


901 South Old Corry Road
Legend
A-1 PAWN #3 INC.
Arby's
Dollar General
Dunkin' Donuts
Feature 1
Lexington Terrace Park
Optical Outlet
Edgewater Dr
295A
SW Greenway
S Old Corry Field Rd
Lexington Terrace
Google Earth
© 2021 Google
700 ft
N



N

Legend

- Buffer_of_Default_Annotation_Target_127
- structures
- HistoricalCemeteries
- ResourceGroups

3/2020

1:29,200

925 462.5 0 925 Meters

Florida Master Site File

AR=0
SS=15
CM=1
RG=2
BR=0
Total=18

Created: 3/26/2020

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
ES02660	RG	LEXINGTON TERRACE HOUSING COMPLEX	PENSACOLA	FMSF Building Complex - 2 Contrib Resources	Not Eligible	
ES02737	SS	LEXINGTON TERRACE ADMINISTRATION BLDG	UNSP UNSP, PENSACOLA	c1941 Mixed, none dominant	Not Eligible	
ES02748	SS	LEXINGTON TERRACE LAUNDROMAT	UNSP UNSP, PENSACOLA	c1941 Other	Not Eligible	
ES02765	SS	LEXINGTON TERRACE STORAGE BLDG	UNSP UNSP, PENSACOLA	c1941 Other	Not Eligible	
ES02766	SS	LEXINGTON TERRACE ONE BEDROOM HOUSING UT	UNSP UNSP, PENSACOLA	c1941 Minimal Traditional	Not Eligible	
ES02767	SS	LEXINGTON TERRACE TWO BEDROOM HOUSING UT	UNSP UNSP, PENSACOLA	c1941 Minimal Traditional	Not Eligible	
ES02768	SS	LEXINGTON TERRACE THREE BEDROOM HOUSING	UNSP UNSP, PENSACOLA	c1941 Minimal Traditional	Not Eligible	
ES03572	SS	4066 Barrancas Ave.	4066 Barrancas AVE, Warrington	1965 Masonry Vernacular	Not Eligible	
ES03574	SS	1 Park Drive	1 Park DR, Warrington	1951 Masonry Vernacular	Not Eligible	
ES03575	SS	2 Park Drive	2 Park DR, Warrington	1941 Frame Vernacular	Not Eligible	
ES03576	SS	103 Manchester Street	103 Manchester ST, Warrington	1940 Frame Vernacular	Not Eligible	
ES03577	SS	105 Manchester Street 'A'	105 'A' Manchester ST, Warrington	1940 Frame Vernacular	Not Eligible	
ES03578	SS	105 Manchester Street 'B'	105 'B' Manchester ST, Warrington	1953 Masonry Vernacular	Not Eligible	
ES03579	SS	107 Manchester Street	107 Manchester ST, Warrington	1948 Masonry Vernacular	Not Eligible	
ES03640	CM	Good Hope A.M.E. Church Cemetery	Warrington	Established c1852, Graves = 75	Not Eligible	
ES04095	SS	1301 Dexter Avenue	1301 Dexter AVE, Pensacola	1940+ Frame Vernacular	Insufficient Info	
ES04251	RG	US-90/SR-10 Highway	Pensacola	Linear Resource	Not Eligible	
ES04652	SS	4417 Westover St	4417 Westover ST, Pensacola	c1948 Minimal Traditional	Not Eligible	

SiteID	PI SiteName	Address	Dest	Survey	Architect	YearBu
ES02737	D LEXINGTON TERRACE ADMINISTRATION BLDG	UNSP UNSP	NO	0	UNKN	c1941
ES02748	D LEXINGTON TERRACE LAUNDROMAT	UNSP UNSP	NO	0	UNKN	c1941
ES02765	D LEXINGTON TERRACE STORAGE BLDG	UNSP UNSP	NO	0	UNKN	c1941
ES02766	D LEXINGTON TERRACE ONE BEDROOM HOUSING UT	UNSP UNSP	NO	0	UNKN	c1941
ES02767	D LEXINGTON TERRACE TWO BEDROOM HOUSING U	UNSP UNSP	NO	0	UNKN	c1941
ES02768	D LEXINGTON TERRACE THREE BEDROOM HOUSING	UNSP UNSP	NO	0	UNKN	c1941
ES03572	D 4066 Barrancas Ave.	4066 Barrancas AVE	NO	19361		1965
ES03574	D 1 Park Drive	1 Park DR	NO	19361		1951
ES03575	D 2 Park Drive	2 Park DR	NO	19361		1941
ES03576	D 103 Manchester Street	103 Manchester ST	NO	19361		1940
ES03577	D 105 Manchester Street 'A'	105 'A' Manchester ST	NO	19361		1940
ES03578	D 105 Manchester Street 'B'	105 'B' Manchester ST	NO	19361		1953
ES03579	D 107 Manchester Street	107 Manchester ST	NO	19361		1948
ES04095	D 1301 Dexter Avenue	1301 Dexter AVE	NO			1940+
ES04652	D 4417 Westover St	4417 Westover ST	NO	26306		c1948

StrucUse1	StrucUse2	SurvEval
Community center (e.g., recreation hall)	Abandoned or vacant	Ineligible for NRHP
Laundry	Abandoned or vacant	Ineligible for NRHP
Warehouse	Abandoned or vacant	Ineligible for NRHP
Military	Abandoned or vacant	Ineligible for NRHP
Military	Abandoned or vacant	Ineligible for NRHP
Military	Abandoned or vacant	Ineligible for NRHP
Office building		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Ineligible for NRHP
Private residence		Insufficient Information
Private residence		Ineligible for NRHP

SiteID	SiteName	SurveyNum	City	YearEstab
ES03640	Good Hope A.M.E. Church Cemetery	19361	Warrington	?

Ownership	CemType1
Private-corporate-nonprofit	Religious

EthnicGrp1	EthnicGrp2	EthnicGrp3	EthnicGrp4
African American			

Condition	ShpoEval	d_NRlisted	PlotType
Well maintained	Insufficient Information		NORM

Shape_Leng	Shape_Area
0.00329355513	0.00000068873

Status
Used for Burials

SiteID	SiteName	RgType	NRCategory	City
ES02660	LEXINGTON TERRACE HOUSING COMPLEX	FMSF Building Complex	BLDG	PENSACOLA
			World War II & Aftermath 1941-1950	

CONSTRUCTED FOR THE PENSACOLA NAVAL AIR STATION (PENSACOLA NAS) C1941. THE COMPLEX HAS PROVIDED HOUSING FOR MARRIED ENLISTED PERSONNEL AND THEIR FAMILIES. THE PROPERTY CONSISTS OF 42.9 +/- ACRES OF LAND AND 99 SINGLE-STORY DUPLEX STRUCTURES

Evaluation

WORKMANSHIP, MATERIALS AND DESIGN ASPECTS OF THE STRUCTURES AND NOT SIGNIFICANT. THE STURCTURES WERE RENOVATED CONSIDERABLY IN THE EARLY 1990'S. THE RENOVATION OF THE BUILDINGS BY THE DEPT OF THE NAVY DID NOT CONFORM WITH THE SECRETARY OF THE INTERIOR

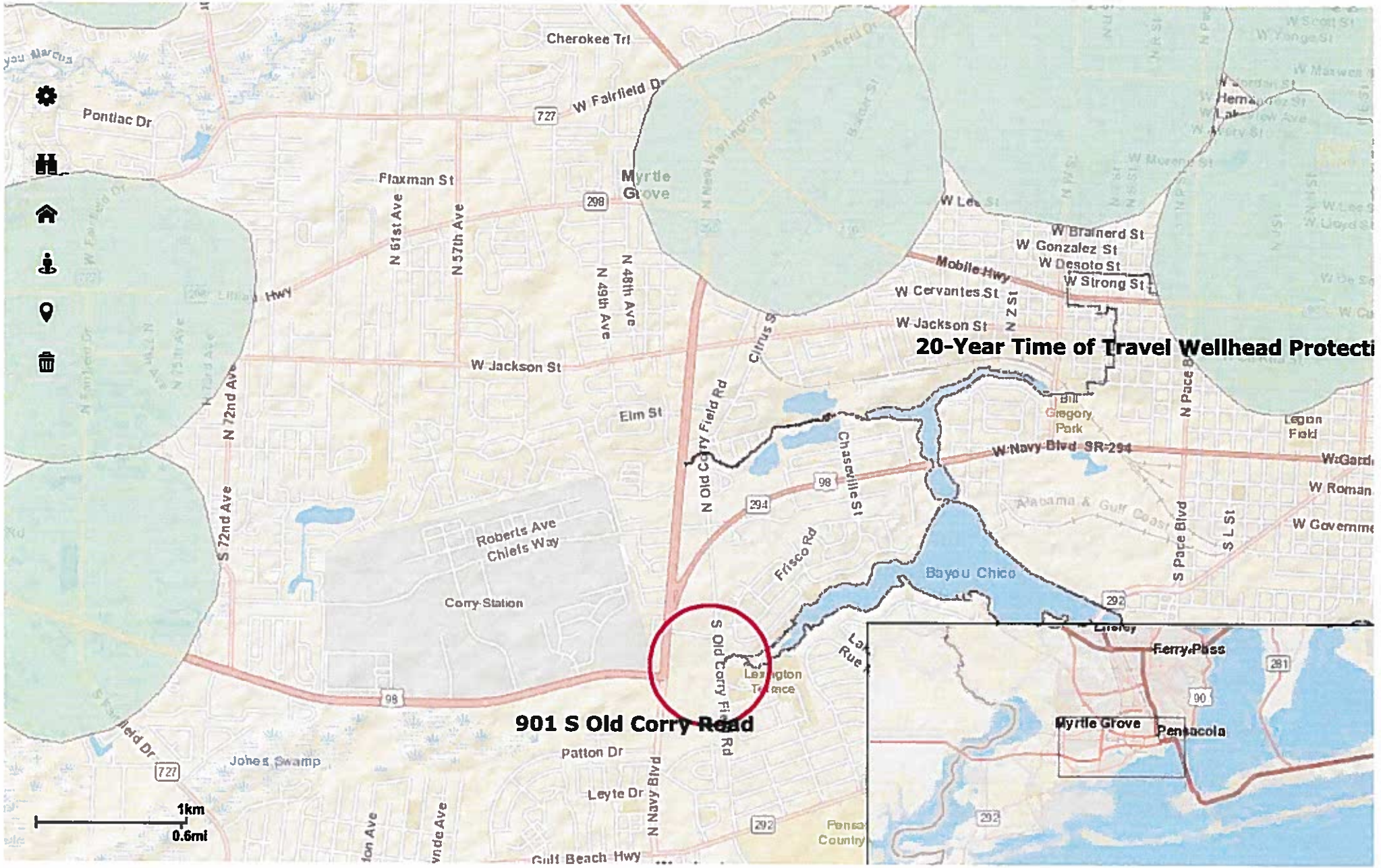
d_NRlisted	ShpoEval	Shape_Leng	Shape_Area
	Ineligible for NRHP	0.01909335529	0.00001370632

ES04251	US-90/SR-10 Highway	Linear Resource	STRU	Pensacola
				American, 1821-present

Road surface is paved w/ asphalt blacktop & consists of two lanes of southeast-bound traffic & two lanes of northwest-bound traffic, w/ turning lanes & traffic lights at major intersections. Roadway also features concrete curbs, sidewalks & storm drains.

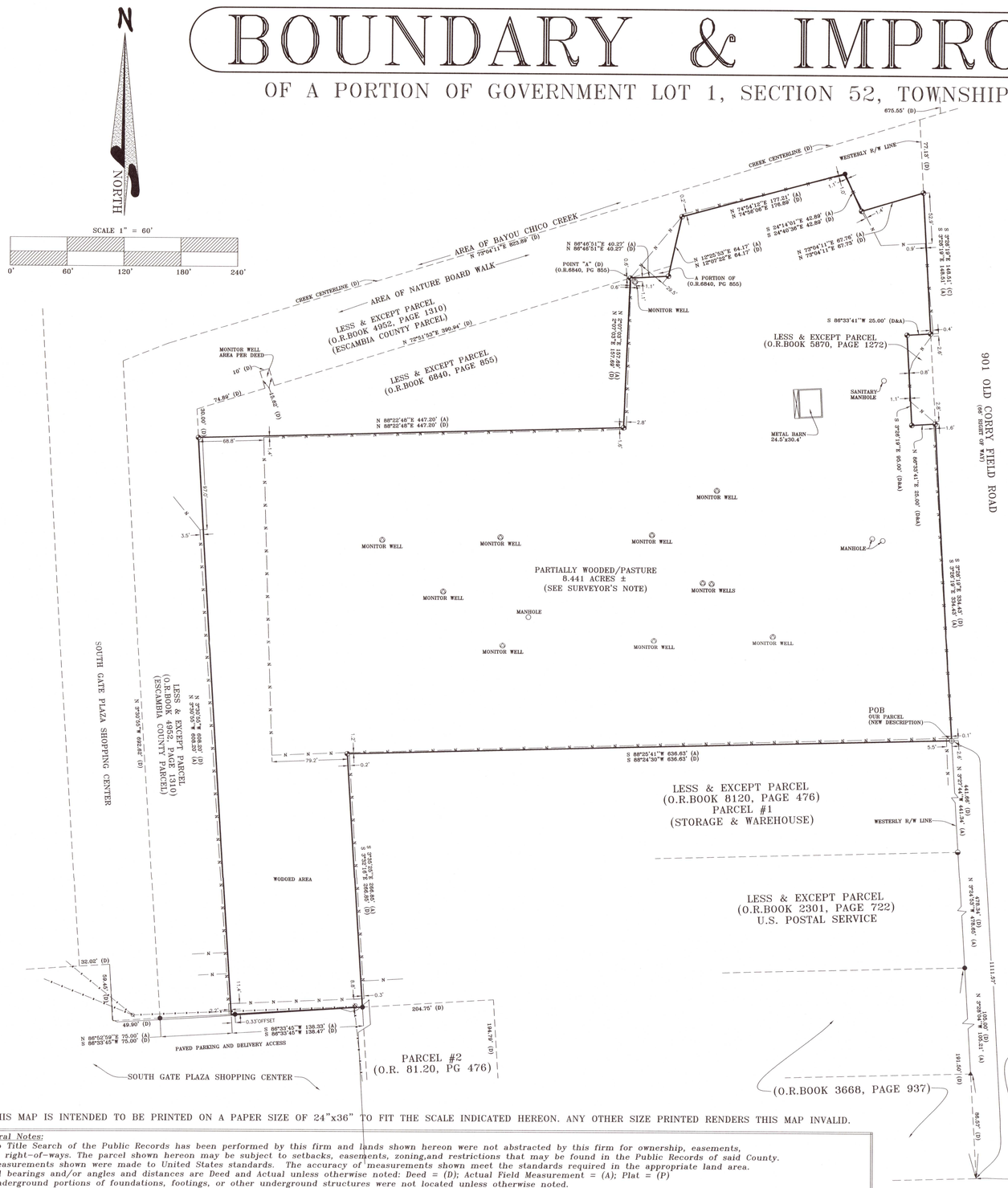
26147 Due to lack of historical integrity and sufficient engineering distinction, this section of 8ES04251 is ineligible for listing in the NRHP, either individually or as a contributing portion of a larger, potentially NRHP-eligible linear historic resource.

Ineligible for NRHP	0.07382562897	0.00000814811


20-Year Time of Travel Wellhead Protecti
901 S Old Corry Road
Cherokee Trl
W Fairfield Dr
Pontiac Dr
Flaxman St
Myrtle Grove
N 61st Ave
N 57th Ave
N 49th Ave
N 48th Ave
W Jackson St
Elm St
N 72nd Ave
S 72nd Ave
Roberts Ave
Chiefs Way
Corry Station
N Old Corry Field Rd
Citrus St
Chaseville St
Frisco Rd
S Old Corry Field Rd
Lexington Terrace
Patton Dr
Leyte Dr
N Navy Blvd
Gulf Beach Hwy
Jones Swamp
Bayou Chico
W Navy Blvd SR-294
Bill Gregory Park
Legion Field
W Lee St
W Brainerd St
W Gonzalez St
W Desoto St
W Strong St
Mobile Hwy
W Cervantes St
N Z St
N Pace Blvd
S Pace Blvd
S L St
W Roman
W Governme
Ferry Pass
Myrtle Grove
Pensacola
1km
0.6mi

BOUNDARY & IMPROVEMENTS SURVEY

OF A PORTION OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 24"x36" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

General Notes:

1. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.*
2. *Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.*
3. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)*
4. *Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.*
5. *Eves and soffits of building structures or overhead utilities were not located unless otherwise noted.*
6. *Fence locations as shown are exaggerated and are not to scale for clarity purposes.*
7. *The setback lines and/or easements shown hereon, if any, are per information found in the recorded plat of said subdivisions or are as provided by the client, designer, builder, title company, county or S.R.I.A. and should be verified with appropriate entities.*

SURVEYORS NOTE:

THE FOLLOWING IS A DESCRIPTION OF THE LANDS REMAINING FROM THAT CERTAIN PARCEL WITH A TAX ID # 50-2S-30-1000-000-001, ESCAMBIA COUNTY. THE PARCEL HAS AN ADDRESS LABELED AS 901 OLD CORRY FIELD ROAD ON THE PROPERTY APPRAISER'S WEB SITE. THE BEARING DATUM USED MATCHES SEVERAL OF THE "LESS AND EXCEPT" NEIGHBORING PARCELS MENTIONED ON THE PROPERTY APPRAISER'S ABBREVIATED DESCRIPTION AND ALSO MATCHED WITH THE G.P.S. BEARINGS CALCULATED USING THE FLORIDA STATE PLANE COORDINATES. THE NEIGHBORING PARCELS O.R. BOOK AND PAGE DESCRIPTIONS, USED AS A REFERENCE, ARE LABELED ON THE SURVEY MAP.

DESCRIPTION (AS PREPARED BY LANDS END SURVEYING, INC.)

COMMENCE AT THE PERMANENT REFERENCE MONUMENT LOCATED AT THE SOUTHEAST CORNER OF BLOCK NINE (9) AS SHOWN ON THE RECORDED PLAT OF CORRY SUBDIVISION , A SUBDIVISION OF A PORTION OF SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST , ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 01, PAGE 55 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03° 26' 19" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CORRY FIELD ROAD (66' R/W) FOR A DISTANCE OF 1111.57 FEET TO NORTHEAST CORNER OF THAT CERTAIN PARCEL AS RECORDED IN O.R. BOOK 8120, AT PAGE 476 OF THE AFORESAID PUBLIC RECORDS, SAID CORNER ALSO BEING THE POINT OF BEGINNING;
THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, GO SOUTH 88° 25' 41"WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL AS RECORDED IN O.R. BOOK 8120, PAGE 476, FOR A DISTANCE OF 636.63 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE GO SOUTH 03° 35' 25" EAST ALONG THE WESTERLY BOUNDARY OF THE AFORESAID PARCEL AS DESCRIBED IN O.R. BOOK 8120, PAGE 476 FOR A DISTANCE OF 266.85 FEET; THENCE GO SOUTH 86° 33' 45" WEST FOR A DISTANCE OF 138.33 TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL AS RECORDED IN O.R. BOOK 4952, PAGE 1310 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03° 30' 55" WEST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL FOR A DISTANCE OF 608.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN O.R. BOOK 6840, PAGE 855 OF THE AFORESAID PUBLIC RECORDS; THENCE GO NORTH 88° 22' 48" EAST ALONG SAID SOUTHERLY BOUNDARY FOR A DISTANCE OF 447.20 FEET; THENCE GO NORTH 02° 07' 03" EAST FOR A DISTANCE OF 157.69 FEET; THENCE GO NORTH 86° 46' 51" EAST FOR A DISTANCE OF 40.27 FEET; THENCE GO NORTH 12° 25' 53" EAST ALONG THE SAME BOUNDARY COMMON WITH THE AFORESAID O.R. BOOK 4952, PAGE 1310 FOR A DISTANCE OF 64.17 FEET; THENCE GO NORTH 74° 54' 12" EAST ALONG THE BOUNDARY COMMON WITH THE SAME AFORESAID PARCEL FOR A DISTANCE OF 177.21 FEET TO THE CORNER COMMON WITH THE SAME AFORESAID PARCEL; THENCE GO SOUTH 24° 14' 01" EAST ALONG THE BOUNDARY COMMON WITH THE SAME AFORESAID PARCEL FOR A DISTANCE OF 42.89 FEET; THENCE GO NORTH 73° 04' 11" EAST FOR A DISTANCE OF 67.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID OLD CORRY FIELD ROAD; THENCE GO SOUTH 03° 26' 19" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 148.51 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 86° 33' 41" WEST FOR A DISTANCE OF 25.00 FEET; THENCE GO SOUTH 03° 26' 19" EAST FOR A DISTANCE OF 95.00 FEET; THENCE GO NORTH 86° 33' 41" EAST FOR A DISTANCE OF 25.00 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE GO SOUTH 03° 26' 19" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 334.43 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINS 8.441 ACRES, MORE OR LESS.

CERTIFICATIONS:

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES:

AREA HOUSING COMMISSION

DRAWN BY CHIP EVANS

LEGEND

°	Degree	R	Radius
'	Feet or Minutes	RP	Radius Point
''	Inches or Seconds	⊕	Permanent Reference Monument
N	North	E	East
S	South	W	West
PCP	Permanent Control Point	<ELO>	Existing Spot Elevation
PRC	Point of Reverse Curve	BSL	Building Setback Line
PCC	Point of Compound Curve	(D)	Deed
PC	Point of Curvature	(P)	Plat
PT	Point of Tangency	(A)	Actual Field Measurement
PI	Point of Intersection	(CALC)	Calculated Measurement
POC	Point of Commencement	⊗	Existing Hole in Concrete
POB	Point of Beginning	⊗	Set "X" Cut in Concrete
R/W	Right of Way	●	1/2" Metal Rod–Found
PRM	Permanent Reference Monument	⊕	Existing Capped Metal Rod #1035
		⊕	Existing Capped Metal Rod ILLEGIBLE
		⊕	Existing Capped Metal Rod
		○	Existing Capped Metal Rod
			1 " Metal Pipe–Found

	Capped Iron rod–set Lb.6832
	Nail & disk found
	Nail & disk set Lb.6832
	Concrete Monument Found
∅	Utility Pole
⊗	Meter
E—K—E	Utility wires overhead
N—N—N	Chain link fence
○—○—○	Wooden fence
X—X—X	Metal Fence
□—□—□	Plastic Fence
	Concrete or Pavement
	Wood Deck or Dock
	Covered area (porch, carport, etc.)
	Pavers or Brick

LANDS END SURVEYING, INC.

Lands End Surveying, Inc.
8192 SIX PENCE DRIVE, PENSACOLA, FLORIDA 32514
Telephone: 850-433-8545 FAX: 850-433-8282
Florida Licensed Business #6832
LANDSENDSURVEYING.COM

TYPE SURVEY	BOUNDARY AND IMPROVEMENTS
BASIS OF BEARING	HELD THE WESTERLY R/W LINE OF OLD CORRY FIELD ROAD PER DEED AND G.P.S.
SCALE:	1" = 60'
FIELD DATE:	4-27-2020
ORDER NO:	372-2020
FIELD BOOK:	370/43 DATA

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THIS MAP DRAWING IS PROTECTED FROM UNATHORIZED USE BY STATE AND FEDERAL COPYRIGHT ACTS. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.

REVISIONS	FIELD BOOK	DATE

FLORIDA SURVEYORS CERTIFICATE

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND SUBSEQUENT MAP AS SHOWN ARE TO BE TRUE, ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND MAP MEET THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO RULE 5J–17.051 S AND 5J–17.052 AND ALSO STATUTE 472.027 OF THE FLORIDA STATUTES.

APRIL 27–2020
DATE

LARRY E. STEGALL, PLS
PROFESSIONAL LAND SURVEYOR NO. 4742, STATE OF FLORIDA
LARRY@LANDSENDSURVEYING.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING SUMMARY FORM

50-25-30-1000-000-004
Property Reference Number

Dave Hemphill
Name

Old Corry Field Rd
Address

☐ Owner ☐ Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- ☐ Zoning
- ☐ FLU
- ☐ Aerial
- ☐ Other:_____

PROPERTY INFORMATION

Current Zoning: Com Size of Property: 8.2

Future Land Use: MU-U Commissioner District: 2

Overlay/AIPD: N/A DSAP NA

Subdivision:_____

Sanitary Sewer___ Septic Tank___ Density/Use Savings Clause Yes___ No X

CRA Redevelopment Area*: Warrington

**For more info please contact the CRA at 595-3217 prior to application submittal.*

COMMENTS

Desired ~~Zoning~~ FLU: MU-U

Is Locational Criteria applicable?_____ If so, is a compatibility analysis required?_____

Applicant wants Apartments will need FLU change to allow residential. Will contact Staff to submit application.

- ☐ Applicant will contact staff for next appointment
- ☐ Applicant decided against rezoning property
- ☐ Applicant was referred to another process
  - ☐ BOA ☐ DRC ☐ Other:_____ (Process Name)

Staff present: A. Lindsay Date: 3/5/20

Applicant/Agent Name & Signature: Dave Hemphill

This form is for **rezoning inquiries** only and it doesn't negate or elevate the owner/applicant/ agent from any other necessary regulations, process or procedures required for development of this site. Applicant shall not rely on comments made by any County staff as approval or rejection of the proposed development. until the appropriate application has been submitted.

Comprehensive Plan
Small-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2020-03
Location:	901 S Old Corry Field Rd
Parcel #:	50-2S-30-1000-000-001
Acreage:	8.44 (+/-) acres
Redevelopment Area:	Warrington
FLU Request:	From Commercial (C) to Mixed-Use Urban (MU-U)
Applicant:	KG Development, Agent for Area Housing Commission, Owner
Meeting Dates:	Planning Board, July 6, 2020 BCC, August 6, 2020

Summary of Proposed Amendment:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a vacant 8.44 (+/-) acre parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel fronts Old Corry Field Road, a collector roadway with the zoning designation of Commercial (Com) and is in the Warrington Overlay (Warr-OL). A letter from the Community Redevelopment (CRA) is included in the packet.

A FLU change to MU-U will allow residential development within the existing zoning district regardless of a primary commercial component as currently required by the existing Commercial FLU. The existing and proposed future land use categories are described in Comprehensive Plan Policy FLU 1.3.1 and summarized as follows:

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential

density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Warrington Overlay District. "District establishes supplemental land use regulations to support the objectives of the adopted Warrington area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization, especially along those commercial corridors that provide primary access or gateways to the adjoining military installations within the Warrington area. CRA has provided comments regarding the overlay area.

Land Development Code FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. General amendment conditions. *All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:*

1. Need and benefit. *There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.*

Analysis:

The provision of affordable housing is consistent with Comprehensive Plan objective OBJ HOU 1.2, Affordable Housing, to "assure the provision of safe, sanitary and affordable housing for moderate, low, and very low-income residents." Affordable housing is defined as "housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the median adjusted gross annual income for the households [defined] in Florida Statutes as amended."

The requested FLU change would remove the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development.

Although county housing officials confirm there is a county-wide shortage of below market rate or subsidized residential development, the application did not appear to reference any specific definition of affordable housing.

2. Professional practices. *The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.*

Analysis: The proposed change to MU-U would be compatible to the existing affordable housing development on the east side of Old Corry Field Rd.

Although the parcel's Com zoning is shared with most surrounding parcels, the proposed multi-family residential use of the parcel would generally be in keeping with the intended category-wide mixed use of MU-U and the general revitalization intent of the Warrington overlay. CRA provided a letter, included in the packet, stating this parcel would be a suitable for residential rather than a commercial development and have no additional comments at this time.

b. FLUM amendment conditions. *In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.*

Analysis: The proposed amendment complies with all three conditions established by Florida Statutes, §163.3187(1), for the adoption of any small-scale comprehensive plan amendment:

(a) The subject 8.27(+/-) acre parcel is a use of 10 acres or fewer.
(b) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.
(c) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 Residential Areas. *The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.*

Analysis: The proposed MU-U replacement of the existing Commercial FLU will allow site development to achieve the maximum residential density more easily. The existing Commercial zoning is intended to allow more diverse and intense commercial uses than the residential or neighborhood commercial districts, but residential use is allowed.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

Analysis: Although the site-specific requirement for residential development to be secondary to commercial would be lost in the proposed FLU change, MU-U would otherwise promote mixed use development generally within the urban area around the subject parcel.

3. Infrastructure

Policy HOU 1.1.4 Adequate infrastructure*. To assure the sustainability of*

residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

GOAL CMS 1 Concurrency Management System
Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

a. Potable Water.

***Policy INF 4.1.6 Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

***Policy INF 4.1.7 Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The application included documentation confirming available potable water source, treatment, pumping, and distribution to the proposed development from the Peoples Water Service Company system. Development of the subject parcel would be an efficient use of the available water infrastructure.

b. Sanitary Sewer.

***Policy INF 1.1.7 Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

***Policy INF 1.1.11 Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The application included documentation confirming available sanitary sewer to the proposed development from the ECUA system at the county's adopted LOS. Development of the parcel would be an efficient use of the available sewer infrastructure.

c. Solid Waste Disposal.

Policy INF 2.1.2 Perdido Landfill Operation*. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

Policy INF 2.1.4 Level of Service (LOS) Standards*. The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

d. Stormwater Management.

Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

Analysis: *Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.*

e. Transportation and Mobility.

Policy MOB 1.1.2 On-site Facilities*. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.*

Policy MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Any redevelopment of the subject parcel is required to comply with the current onsite parking, access management provisions and other applicable development standards of the LDC. These policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use. The subject parcel is located along an existing paved arterial street and residential development of the parcel would be an efficient use of the available transportation infrastructure.

4. **Protected Resources.**

a. Wellheads.

Policy CON 1.4.1 Wellhead Protection*. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current*

and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: The applicant provided information that the subject parcel is not within any of the wellhead areas.

b. Historically Significant Sites.

***Policy FLU 1.2.1 State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

Analysis: The applicant indicated the lack of any historical impact and has provided data from the Florida Master Site File, Division of Historical Resources.

c. Wetlands and Habitat.

***Policy CON 1.1.2 Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

Analysis: The subject parcel is within the X flood zone, and according to the Escambia County Soil Survey, hydric soils where shown on the northern portion of the parcel. Hydric soils are an indicator of possible wetlands and this will need to be reviewed as a part of any future development.

d. Urban Forest.

***Policy CON 1.6.4 Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.*

Analysis: Compliance with adopted tree protection and landscaping provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Draft Ordinance-SSA-2020-03- Old Corry Field

Date: 5/12/20

Date requested back by: 6/4/20

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 5-12-2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 50, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 1000-000-001, TOTALING 8.44 (+/-) ACRES, LOCATED ON OLD CORRY FIELD ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2020-03."

Section 3. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 50, Township 2S, Range 30W, parcel number 1000-000-001, totaling 8.44 (+/-) acres, located on Old Corry Field Road, as more particularly described in the Boundary Survey description produced by Lands End Surveying, registered land surveyor Larry E. Stegall dated 4/27/2020, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the State Planning Agency or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

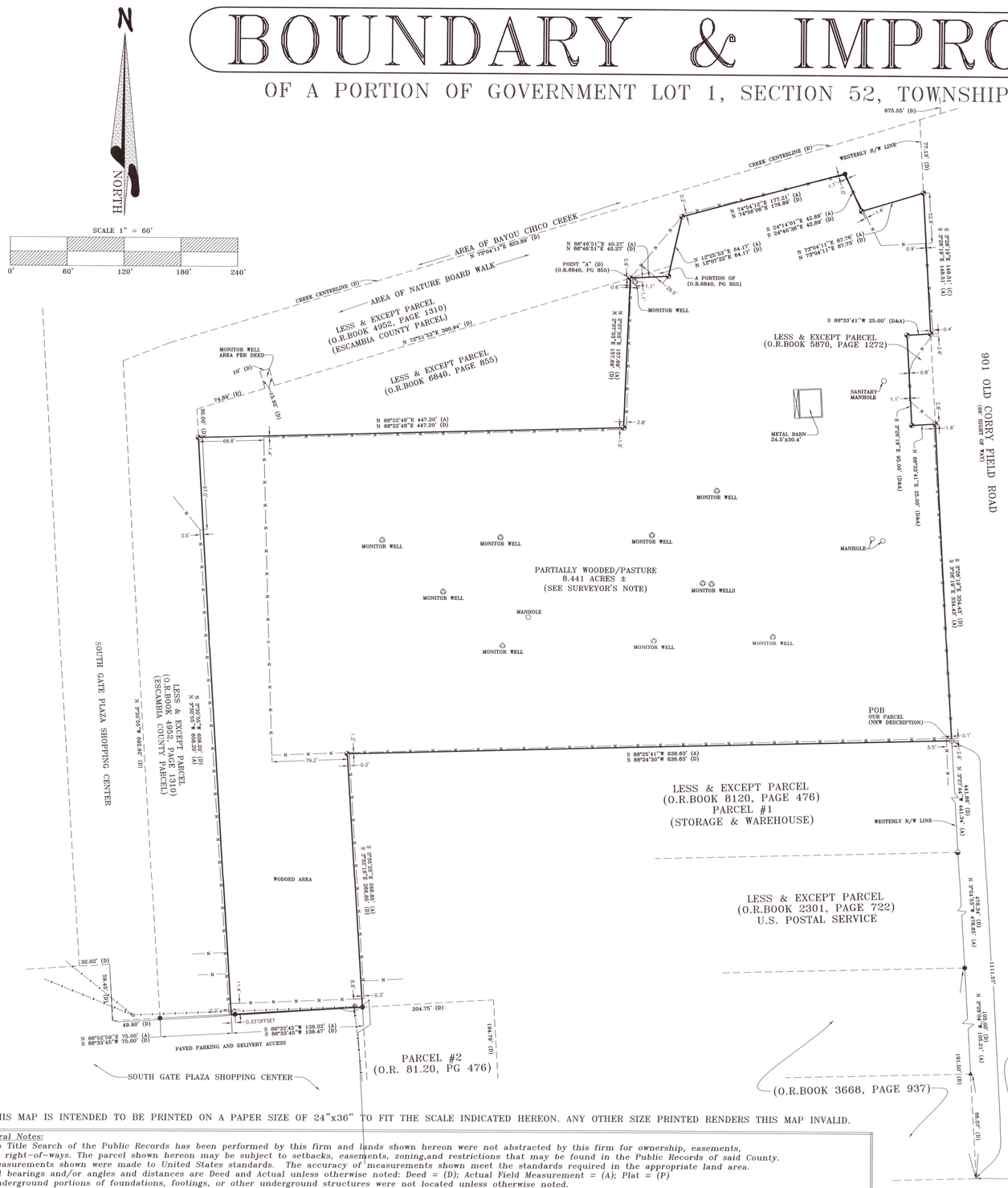
(SEAL)

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Assistant County Attorney
Date 5-22-2020

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

BOUNDARY & IMPROVEMENTS SURVEY

OF A PORTION OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 24"x36" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

General Notes:

1. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.*
2. *Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.*
3. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)*
4. *Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.*
5. *Eves and soffits of building structures or overhead utilities were not located unless otherwise noted.*
6. *Fence locations as shown are exaggerated and are not to scale for clarity purposes.*
7. *The setback lines and/or easements shown hereon, if any, are per information found in the recorded plat of said subdivisions or are as provided by the client, designer, builder, title company, county or S.R.I.A. and should be verified with appropriate entities.*

SURVEYORS NOTE:

THE FOLLOWING IS A DESCRIPTION OF THE LANDS REMAINING FROM THAT CERTAIN PARCEL WITH A TAX ID # 50-2S-30-1000-000-001, ESCAMBIA COUNTY. THE PARCEL HAS AN ADDRESS LABELED AS 901 OLD CORRY FIELD ROAD ON THE PROPERTY APPRAISER'S WEB SITE. THE BEARING DATUM USED MATCHES SEVERAL OF THE "LESS AND EXCEPT" NEIGHBORING PARCELS MENTIONED ON THE PROPERTY APPRAISER'S ABBREVIATED DESCRIPTION AND ALSO MATCHED WITH THE G.P.S. BEARINGS CALCULATED USING THE FLORIDA STATE PLANE COORDINATES. THE NEIGHBORING PARCELS O.R. BOOK AND PAGE DESCRIPTIONS, USED AS A REFERENCE, ARE LABELED ON THE SURVEY MAP.

DESCRIPTION (AS PREPARED BY LANDS END SURVEYING, INC.)

COMMENCE AT THE PERMANENT REFERENCE MONUMENT LOCATED AT THE SOUTHEAST CORNER OF BLOCK NINE (9) AS SHOWN ON THE RECORDED PLAT OF CORRY SUBDIVISION , A SUBDIVISION OF A PORTION OF SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST , ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 01, PAGE 55 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03° 26' 19" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD CORRY FIELD ROAD (66' R/W) FOR A DISTANCE OF 1111.57 FEET TO NORTHEAST CORNER OF THAT CERTAIN PARCEL AS RECORDED IN O.R. BOOK 8120, AT PAGE 476 OF THE AFORESAID PUBLIC RECORDS, SAID CORNER ALSO BEING THE POINT OF BEGINNING;
THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, GO SOUTH 88° 25' 41"WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL AS RECORDED IN O.R. BOOK 8120, PAGE 476, FOR A DISTANCE OF 636.63 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE GO SOUTH 03° 35' 25" EAST ALONG THE WESTERLY BOUNDARY OF THE AFORESAID PARCEL AS DESCRIBED IN O.R. BOOK 8120, PAGE 476 FOR A DISTANCE OF 266.85 FEET; THENCE GO SOUTH 86° 33' 45" WEST FOR A DISTANCE OF 138.33 TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL AS RECORDED IN O.R. BOOK 4952, PAGE 1310 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 03° 30' 55" WEST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL FOR A DISTANCE OF 608.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN O.R. BOOK 6840, PAGE 855 OF THE AFORESAID PUBLIC RECORDS; THENCE GO NORTH 88° 22' 48" EAST ALONG SAID SOUTHERLY BOUNDARY FOR A DISTANCE OF 447.20 FEET; THENCE GO NORTH 02° 07' 03" EAST FOR A DISTANCE OF 157.69 FEET; THENCE GO NORTH 86° 46' 51" EAST FOR A DISTANCE OF 40.27 FEET; THENCE GO NORTH 12° 25' 53" EAST ALONG THE SAME BOUNDARY COMMON WITH THE AFORESAID O.R. BOOK 4952, PAGE 1310 FOR A DISTANCE OF 64.17 FEET; THENCE GO NORTH 74° 54' 12" EAST ALONG THE BOUNDARY COMMON WITH THE SAME AFORESAID PARCEL FOR A DISTANCE OF 177.21 FEET TO THE CORNER COMMON WITH THE SAME AFORESAID PARCEL; THENCE GO SOUTH 24° 14' 01" EAST ALONG THE BOUNDARY COMMON WITH THE SAME AFORESAID PARCEL FOR A DISTANCE OF 42.89 FEET; THENCE GO NORTH 73° 04' 11" EAST FOR A DISTANCE OF 67.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID OLD CORRY FIELD ROAD; THENCE GO SOUTH 03° 26' 19" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 148.51 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 86° 33' 41" WEST FOR A DISTANCE OF 25.00 FEET; THENCE GO SOUTH 03° 26' 19" EAST FOR A DISTANCE OF 95.00 FEET; THENCE GO NORTH 86° 33' 41" EAST FOR A DISTANCE OF 25.00 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE GO SOUTH 03° 26' 19" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 334.43 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINS 8.441 ACRES, MORE OR LESS.

CERTIFICATIONS:

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES:

AREA HOUSING COMMISSION

DRAWN BY CHIP EVANS

LEGEND

°	Degree	R	Radius
'	Feet or Minutes	RP	Radius Point
''	Inches or Seconds	⊕	Permanent Reference Monument
N	North	E	East
S	South	W	West
PCP	Permanent Control Point	<ELO>	Existing Spot Elevation
PRC	Point of Reverse Curve	BSL	Building Setback Line
PCC	Point of Compound Curve	(D)	Deed
PC	Point of Curvature	(P)	Plat
PT	Point of Tangency	(A)	Actual Field Measurement
PI	Point of Intersection	(CALC)	Calculated Measurement
POC	Point of Commencement	⊗	Existing Hole in Concrete
POB	Point of Beginning	⊗	Set "X" Cut in Concrete
R/W	Right of Way	●	1/2" Metal Rod–Found
PRM	Permanent Reference Monument	⊕	Existing Capped Metal Rod #1035
		⊕	Existing Capped Metal Rod ILLEGIBLE
		⊕	Existing Capped Metal Rod
		○	Existing Capped Metal Rod
			1 " Metal Pipe–Found

	Capped Iron rod–set Lb.6832
	Nail & disk found
	Nail & disk set Lb.6832
	Concrete Monument Found
∅	Utility Pole
⊗	Meter
E—K—E	Utility wires overhead
N—N—N	Chain link fence
○—○—○	Wooden fence
X—X—X	Metal Fence
□—□—□	Plastic Fence
	Concrete or Pavement
	Wood Deck or Dock
	Covered area (porch, carport, etc.)
	Pavers or Brick

LANDS END SURVEYING, INC.

Lands End Surveying, Inc.
8192 SIX PENCE DRIVE, PENSACOLA, FLORIDA 32514
Telephone: 850-433-8545 FAX: 850-433-8282
Florida Licensed Business #6832
LANDSENDSURVEYING.COM

TYPE SURVEY	BOUNDARY AND IMPROVEMENTS
BASIS OF BEARING	HELD THE WESTERLY R/W LINE OF OLD CORRY FIELD ROAD PER DEED AND G.P.S.
SCALE:	1" = 60'
FIELD DATE:	4-27-2020
ORDER NO:	372-2020
FIELD BOOK:	370/43 DATA

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THIS MAP DRAWING IS PROTECTED FROM UNATHORIZED USE BY STATE AND FEDERAL COPYRIGHT ACTS. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.

REVISIONS	FIELD BOOK	DATE

FLORIDA SURVEYORS CERTIFICATE

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND SUBSEQUENT MAP AS SHOWN ARE TO BE TRUE, ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND MAP MEET THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO RULE 5J–17.051 S AND 5J–17.052 AND ALSO STATUTE 472.027 OF THE FLORIDA STATUTES.

APRIL 27–2020
DATE

LARRY E. STEGALL, PLS
PROFESSIONAL LAND SURVEYOR NO. 4742, STATE OF FLORIDA
LARRY@LANDSENDSURVEYING.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18265 **Growth Management Report 12. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 6, Definitions, Section 6-0.3 Terms Defined
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 6, Definitions, Section 6-0.3 Terms Defined

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Section 6-0.3 Terms Defined, to change the effective date for a lot of record from February 8, 1996, to April 16, 2015.

BACKGROUND:

In 2007, the BCC adopted an ordinance bringing the Lot of Record date to February 8, 1996, the date the original LDC became effective with the State. In 2015, the current LDC was adopted with new, consolidated zoning districts, and the Property Appraiser's office began requiring zoning sign off to split or join existing parcels. These changes have effectively ended the creation of nonconforming parcels, but those created from 1996-2015 still exist.

Updating the Lot of Record date will remedy most of these nonconforming parcels and allow for analysis of data, something the current static Lot of Record maps cannot.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

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

Attachments

Draft Ordinance
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Lot of Record Ordinance

Date: 06/29/2020

Date requested back by: ASAP

Requested by: Andrew Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 6/29/2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING THE FOLLOWING SECTION TO CHANGE THE EFFECTIVE DATE FOR A LOT OF RECORD FROM FEBRUARY 8, 1996 TO APRIL 16, 2015: CHAPTER 6, DEFINITIONS, SECTION 6-0.3 "TERMS DEFINED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6 DEFINITIONS, Section 6-0.3 "TERMS DEFINED" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 6-0.3 Terms defined.

Lot of record. A lot that is part of a subdivision that has been recorded in the official records of Escambia County, or a lot or parcel described by metes and bounds, and the description of which has been so recorded or accepted on or before ~~February 8, 1996~~ April 16, 2015. A lot of record does not include contiguous multiple lots under single ownership.

Section 2. Severability.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2018), and that the

sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

Section 4. Effective date.

This ordinance shall become effective upon filling with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Assistant County Attorney
Date 6-30-2020

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

DRAFT

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING THE FOLLOWING SECTION TO CHANGE THE EFFECTIVE DATE FOR A LOT OF RECORD FROM FEBRUARY 8, 1996 TO APRIL 16, 2015: CHAPTER 6, DEFINITIONS, SECTION 6-0.3 "TERMS DEFINED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6 DEFINITIONS, Section 6-0.3 "TERMS DEFINED" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 6-0.3 Terms defined.

Lot of record. A lot that is part of a subdivision that has been recorded in the official records of Escambia County, or a lot or parcel described by metes and bounds, and the description of which has been so recorded or accepted on or before ~~February 8, 1996~~ April 16, 2015. A lot of record does not include contiguous multiple lots under single ownership.

Section 2. Severability.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2018), and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may

be changed to “section,” “article,” or such other appropriate word of phrase in order to accomplish its intentions.

Section 4. **Effective date.**

This ordinance shall become effective upon filling with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18264 **Growth Management Report 12. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1, 2030 Future Land Use Map LSA-2020-02
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 and FLU 5.1 to Provide for an Amendment to the 2030 Future Land Use Map Named LSA-2020-02

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel 25-2S-31-1303-000-000, located on Dog Track Road, requesting to change the existing FLUM designation from Commercial (C) to Mixed-Use Urban (MU-U) of 88.24 (+/-) acres.

This hearing serves as the first of two required public hearings.

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of 88.24 (+/-) acres from Commercial to Mixed-Use (MU-U). The current zoning designation of the referenced parcels is Heavy Commercial Light Industrial (HC/LI). The FLU amendment proposed will remove the predominantly commercial development requiredment factor out and allow for a more mix-use development allowing for residential development.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

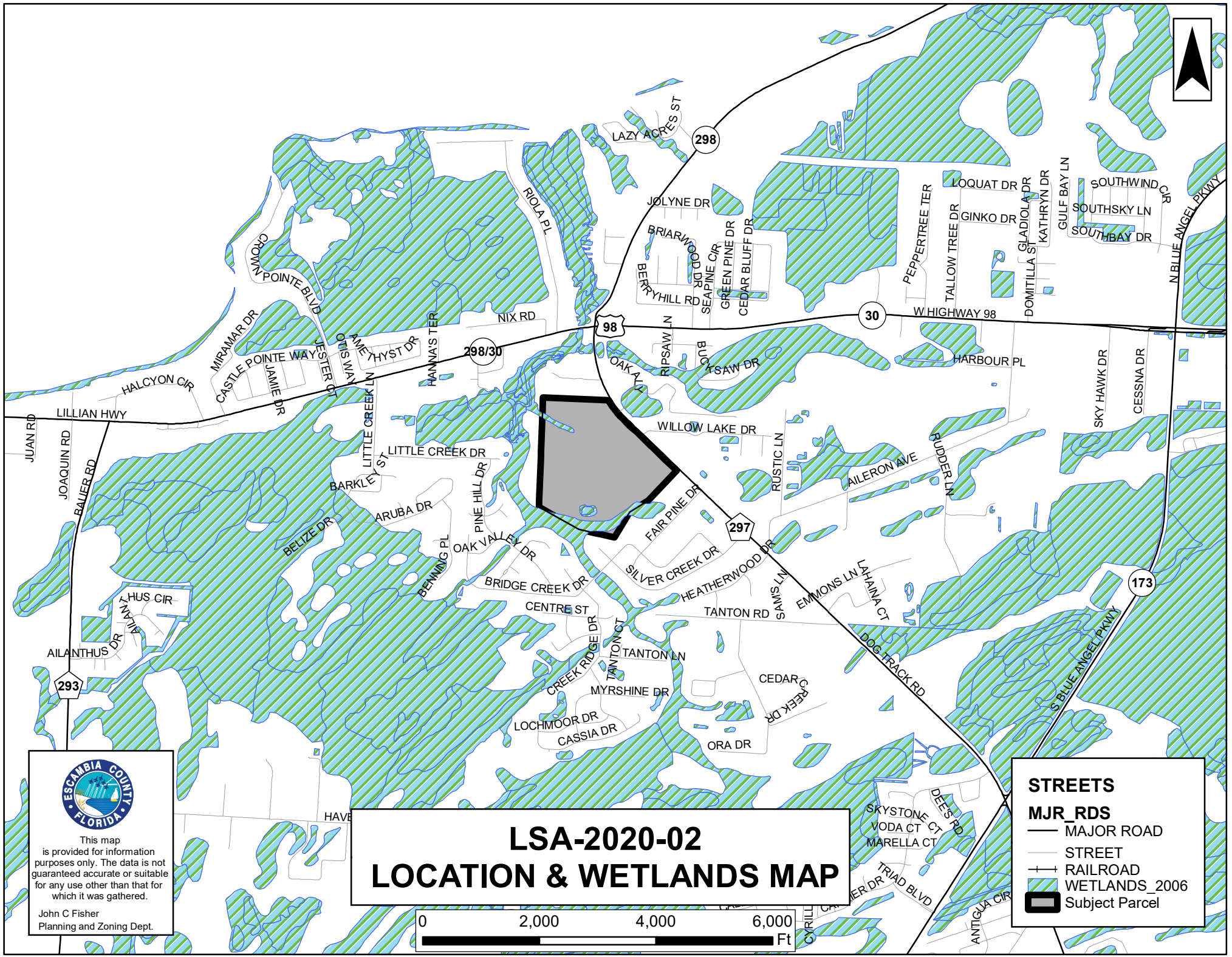
Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

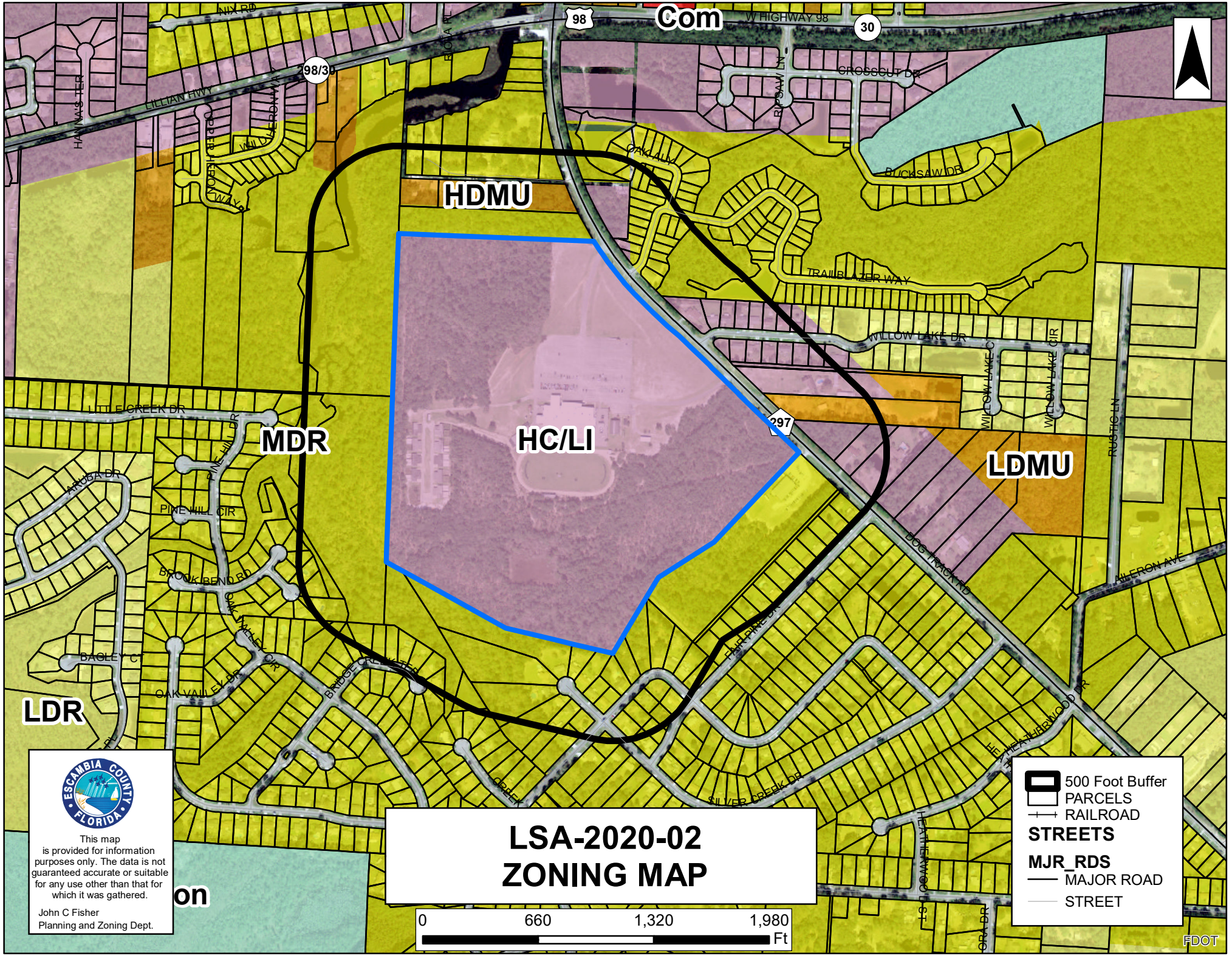
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

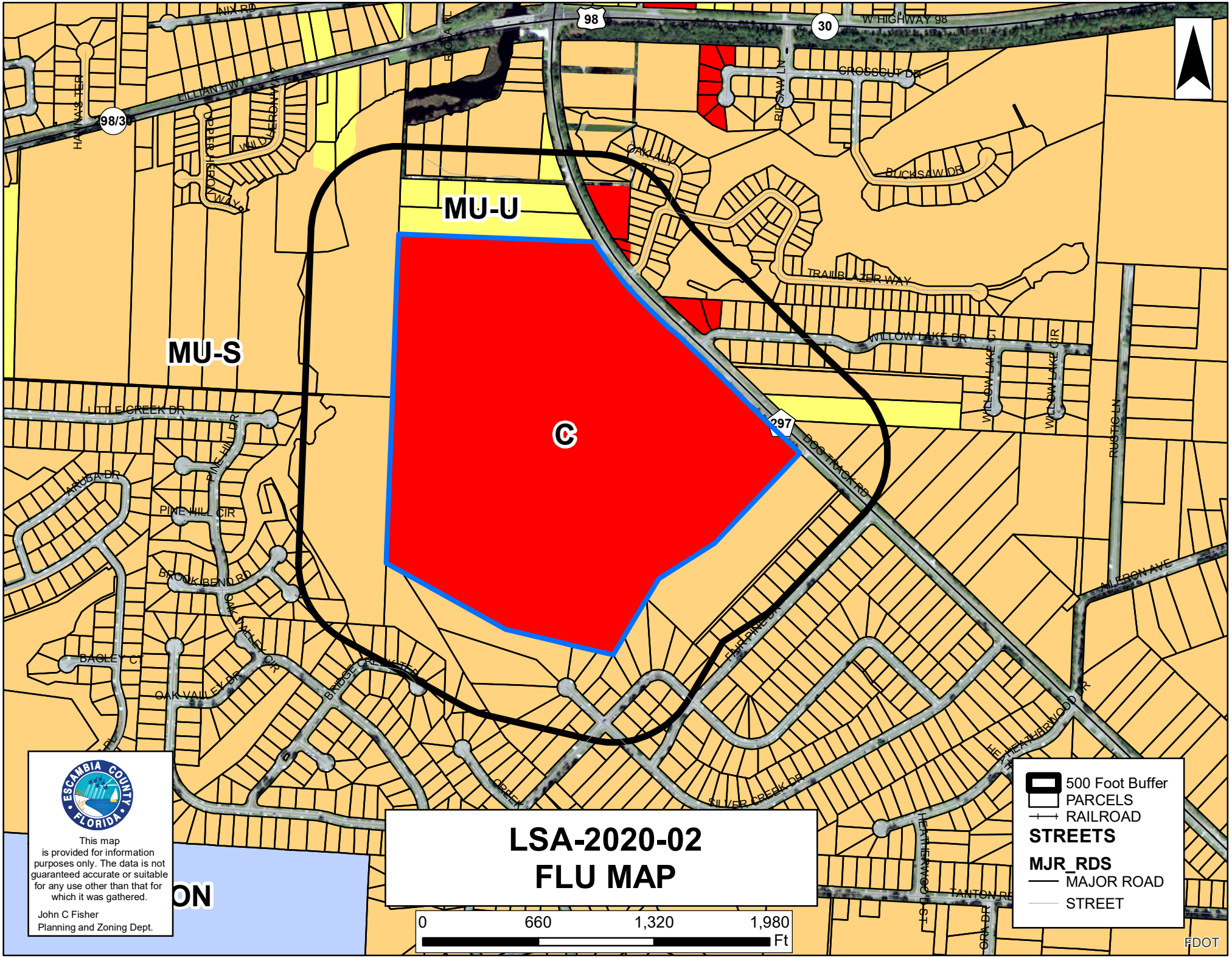
Working Case File
Draft Ordinance

LSA-2020-02

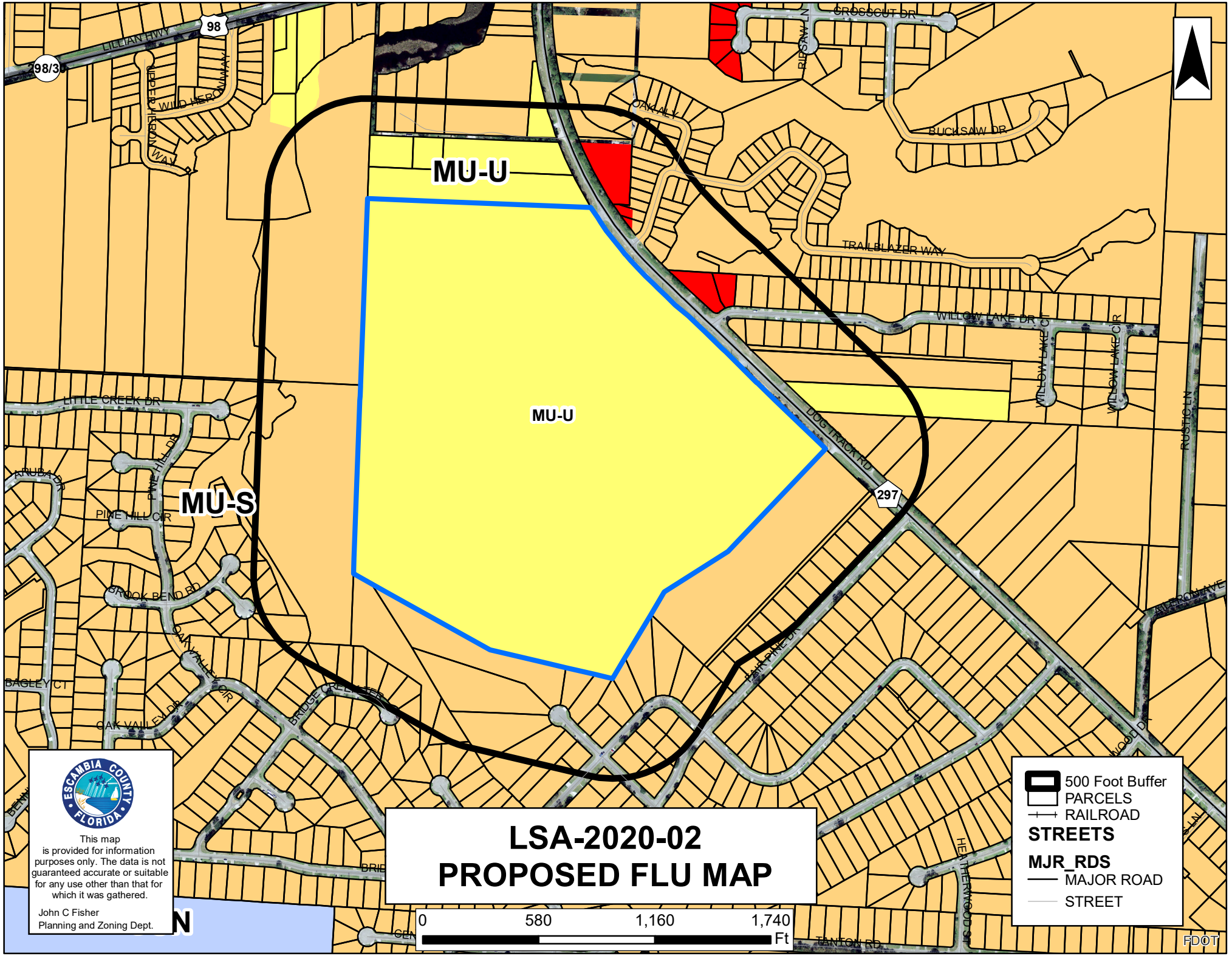

LSA-2020-02
LOCATION & WETLANDS MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
0 2,000 4,000 6,000 Ft
STREETS
MJR_RDS
MAJOR ROAD
STREET
RAILROAD
WETLANDS_2006
Subject Parcel
LAZY ACRES ST
298
JOLYNE DR
BRIARWOOD DR
BERRYHILL RD
SEAPINE CIR
GREEN PINE DR
CEDAR BLUFF DR
RIOLA PL
LOQUAT DR
GINKO DR
PEPPERTREE TER
TALLOW TREE DR
GLADIOLA DR
DOMITILLA ST
KATHRYN DR
GULF BAY LN
SOUTHWIND CIR
SOUTHSKY LN
SOUTHBAY DR
N BLUE ANGEL PKWY
CROWN POINTE BLVD
MIRAMAR DR
CASTLE POINTE WAY
JAMIE DR
VESTER CT
OTIS WAY
AMETHYST DR
HANNA'S TER
NIX RD
298/30
98
30
W HIGHWAY 98
RIPSAW LN
BUCKSAW DR
OAK ALY
HARBOUR PL
SKY HAWK DR
CESSNA DR
HALCYON CIR
LILLIAN HWY
JUAN RD
JOAQUIN RD
BAUER RD
LITTLE CREEK LN
LITTLE CREEK DR
BARKLEY ST
PINE HILL DR
ARUBA DR
BELIZE DR
BENNING PL
OAK VALLEY DR
WILLOW LAKE DR
RUSTIC LN
AILERON AVE
RUDDER LN
FAIR PINE DR
297
SILVER CREEK DR
HEATHERWOOD DR
SAMS LN
EMMONS LN
LAHAINA CT
BRIDGE CREEK DR
CENTRE ST
TANTON RD
TANTON CT
TANTON LN
CREEK RIDGE DR
MYRSHINE DR
LOCHMOOR DR
CASSIA DR
ORA DR
CEDAR CREEK DR
DOG TRACK RD
173
S BLUE ANGEL PKWY
AILANTHUS CIR
AILANTHUS DR
293
DEE'S RD
SKYSTONE CT
VODA CT
MARELLA CT
TRIAD BLVD
ANTIGUA CIR



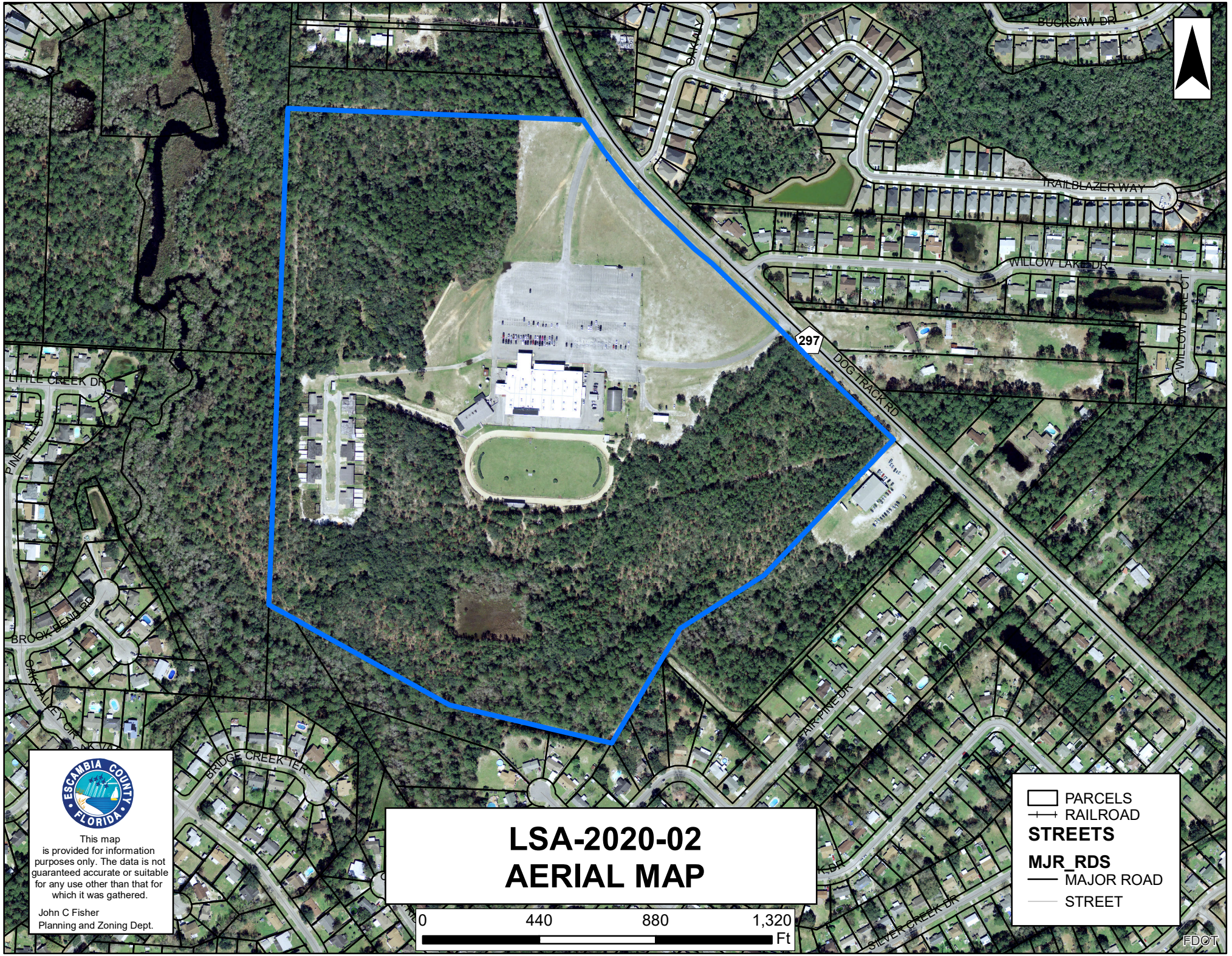
LSA-2020-02
ZONING MAP
Com
HDMU
HC/LI
MDR
LDMU
LDR
on
98
30
298/30
297
W HIGHWAY 98
NIX RD
LILLIAN HWY
HANNA'S TER
UPPER HERON WAY
WILD HERON WAY
ROSA PL
CROSSCUT DR
RIPSAW LN
OAK ALLY
BUCKSAW DR
TRAILBLAZER WAY
WILLOW LAKE DR
WILLOW LAKE CT
WILLOW LAKE CIR
RUSTIC LN
LITTLE CREEK DR
PINE HILL DR
ARUBA DR
PINE HILL CIR
BROOK BEND RD
OAK VALLEY CIR
BAGLEY CT
OAK VALLEY DR
BRIDGE CREEK TER
CREEK
FAIR PINE DR
DOG TRACK RD
AILERON AVE
HEATHERWOOD DR
SILVER CREEK DR
HEATHERWOOD ST
ORA DR
FDOT
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
0
660
1,320
1,980
Ft
500 Foot Buffer
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET



LSA-2020-02
FLU MAP
MU-U
MU-S
C
98
30
98/30
297
W HIGHWAY 98
NIX RD
LILLIAN HWY
HANNA'S TER
CROSSCUT DR
BUCKSAW DR
TRAILBLAZER WAY
WILLOW LAKE DR
WILLOW LAKE CT
WILLOW LAKE CIR
RUSTIC LN
DOG TRACK RD
LITTLE CREEK DR
PINE HILL DR
PINE HILL CIR
ARUBA DR
BROOK BEND RD
OAK VALLEY CIR
OAK VALLEY DR
BAGLEY CT
BRIDGE CREEK TER
FAIR PINE DR
AILERON AVE
SILVER CREEK DR
HEATHERWOOD DR
TANTON RD
ORA DR
FDOT
500 Foot Buffer
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET
0
660
1,320
1,980
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.



LSA-2020-02
PROPOSED FLU MAP
MU-U
MU-U
MU-S
LILLIAN HWY
98
298/30
UPPER HERON WAY
WILD HERON WAY
CROSSCUT DR
RIPSAW LN
OAK ALY
BUCKSAW DR
TRAILBLAZER WAY
WILLOW LAKE DR
WILLOW LAKE CT
WILLOW LAKE CIR
RUSTIC LN
DOG TRACK RD
297
LITTLE CREEK DR
ARUBA DR
PINE HILL DR
PINE HILL CIR
BROOK BEND RD
OAK VALLEY CIR
OAK VALLEY DR
BAGLEY CT
BRIDGE CREEK TER
FAIR PINE DR
HEATHERWOOD ST
TANTON RD
ALDERON AVE
WOOD DR
FDOT
0
580
1,160
1,740
Ft
500 Foot Buffer
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.



ESCAMBIA COUNTY FLORIDA

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

John C Fisher
Planning and Zoning Dept.

LSA-2020-02
AERIAL MAP

0 440 880 1,320 Ft

PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET



PUBLIC HEARING SIGN



LOOKING WEST AT THE SUBJECT PROPERTY



LOOKING SOUTH ALONG DOG TRACK ROAD


LOOKING EAST ACROSS DOG TRACK ROAD



LOOKING NORTH ALONG DOG TRACK ROAD

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
41 N. Jefferson Street, Suite 106, Pensacola, FL 32502

May 20, 2020

Escambia County Planning and Zoning
3393 W Park Place
Pensacola, FL 32502

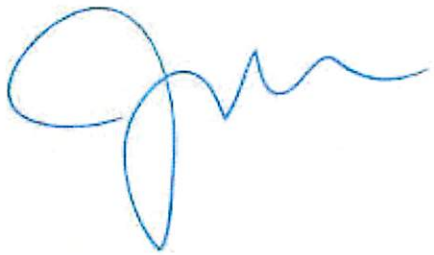
RE: Heron's Landing Master Plan
Transmittal Letter for Large Scale Map Amendment

Attached for your review and use are the following items required for pre-application submittal.

1. Transmittal letter
2. Project Narrative
3. email with all documents

Please advise is you require any further information. Thank you.

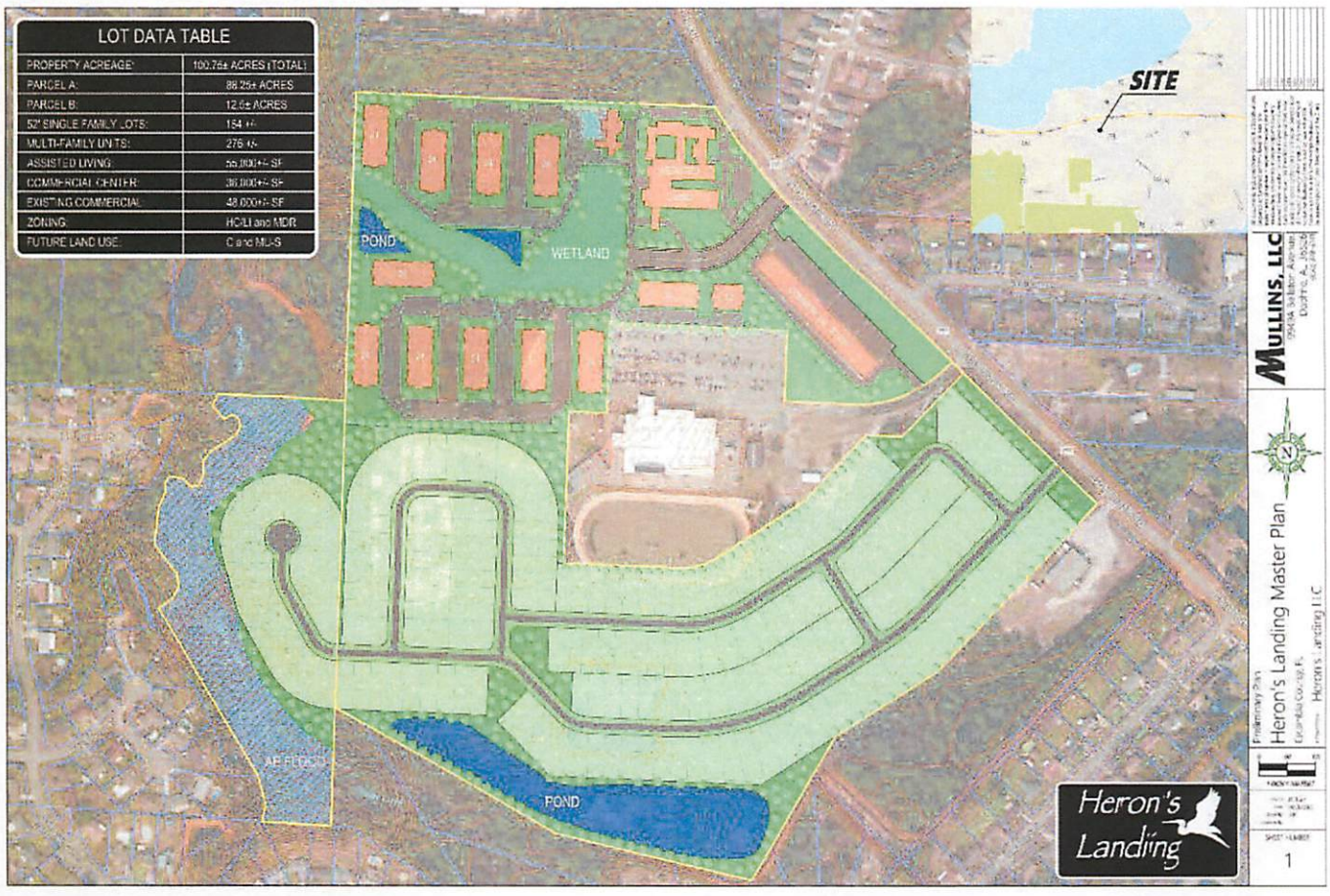
Sincerely,



Joe A. Rector, Jr.
Regional Vice-President
Mullins LLC

Future Land Use Amendment

Heron's Landing Master Plan



Prepared

May 2020

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE

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HERON'S LANDING FUTURE LAND USE AMENDMENT

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Figure 5 – Property Appraiser Data

Figure 6 – Parcel Deed

Figure 7 – Parcel Boundary Survey

Figure 8 – National Wetlands Inventory

Figure 9 – FEMA Flood Data

EVALUATION

Figure 10 – Data and Analysis

Figure 11 – Consistency with Comprehensive Plan

CONCLUSION

Conclusion

Supplement

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. X **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**

2. X **Letter of request, including reason(s) for map amendment and desired future land use category**

3. X **Completed Application which includes** (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)

4. X **Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**

5. X **Street Map depicting general property location**

6. X **Legal Description of exact property area proposed for a future land use map amendment, including:**
   - X **Street Address**
   - X **Property Reference Number(s)**
   - X **Boundary Survey**
   - X **Total acreage requested for amendment**

7. X **Land Use Map Amendment Application fee**

8. X **Complete Data and Analysis (See applicable page herein)**

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X
Current FLU: C **Desired FLU:** MU-U **Zoning:** HC/LI **Taken by:** _____
Planning Board Public Hearing, date(s): 07/07/2020

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** _____

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

Name: PENSACOLA GREYHOUND RACING LLP

Address:
951 DOG TRACK RD

City: PENSACOLA State: FL Zip Code:
32506-8236

Telephone: ( ) _____

Email: jim@panhandlegulf.com

DESCRIPTION OF PROPERTY:

Street address: 951 DOG TRACK RD

Subdivision:

N/A

Property reference number: Section 25 Township 2S Range 31 E

Parcel 1303 Lot 000 Block 000

Size of Property (acres) 88.2448

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

(Owner) Pensacola Greyhound Racing LLP
(Agent) PCI Gaming Authority Managing Partner Brent Pinkston 5/21/2020

Signature (Property Owner) by Brent Pinkston VP/COO PCI Gaming Authority Printed Name Date

Joe A. Rector, Jr. - VP Mullins LLC 05/15/20

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 751 DOG TRACK RD

City: PENSACOLA State: FL Zip: 32506-8236

Telephone ( ) 850 - 502.7160 Fax # ( ) _____ - _____

Email: joe.rector@mullinsllc.net

STATE OF Alabama
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21 day of May 2020, produced current _____ as identification.

Joseph McGhee 5-21-20 Joseph McGhee

Signature of Notary Public Date Printed Name of Notary

My Commission Expires ~~My Commission Expires:~~ November 7, 2023 Commission No. _____

(Notary seal must be affixed)

STATE OF ALABAMA NOTARY PUBLIC
JOSEPH MCGHEE
My Commission Expires
June 17, 2020

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 951 DOG TRACK RD, Pensacola, Florida, Property Reference Number(s) 25-2S-31-1303-000-000, I hereby designate Mullins LLC, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____, the year of 2020 , and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

(Owner) Pensacola Greyhound Racing LLA
(Agent) PCI Gaming Authority Managing Partner

✓ Brent Pinkston by Brent Pinkston, VP/COO PCI Gaming Authority 5/21/2020 Brent Pinkston

Signature of Property Owner Date Printed Name of Property Owner

05/15/2020 Joe A. Rector, Jr. - VP Mullins LLC

Signature of Agent Date Printed Name of Agent

STATE OF Alabama COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of May, 2020, produced current _____ as identification.

✓ Joseph McGhee 5-21-20 Joseph McGhee

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires ~~My Commission~~ Expires: November 7, 2023

(Notary seal must be affixed)



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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Heron's Landing

Property reference #: Section 25 Township 2 S Range 31 E

Parcel # 25-2S-31-1303-000-000

Project Address: 951 DOG TRACK RD

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 21 **DAY OF** May **, 20**20

(Owner) Pensacola Greyhound Racing LLP
(Agent) PCI Gaming Authority managing Partner
by Brent Pinkston VP/COO PCI Gaming Authority

Owner's signature **Owner's name (print)**

Joe A. Rector, Jr. - VP Mullins LLC

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

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

DATA AND ANALYSIS REQUIREMENTS

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

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

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

2. Proximity to and impact on the following:

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

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

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

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

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

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

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

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

Township: 2 S (North **or** South) ***Range***: 31 E (East **or** West)

Sections (include all affected): 25

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

Return To:
Name: Joe A. Rector, Jr.
Organization: Mullins LLC
Phone: 850.502.7160 Fax: _____
Address: 41 N Jefferson Street, Suite 106
Pensacola, FL 32502
Email: joe.rector@mullinsllc.net

Agency/Permit/Project requiring search: YES

Florida Master Site File

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

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

MULLINS, LLC
41 North Jefferson Street, Suite 106
Pensacola, FL 32502

May 15, 2020

RE: Letter of Request – Former Dog Track Site FLU Change

To Whom It May Concern:

We respectively request the property described herein be granted the change of Future Land Use to **MU-U** as depicted on the following page. The parcel previously held a Future Land use for C or Commercial, and was used as the location of the Pensacola Greyhound Park.

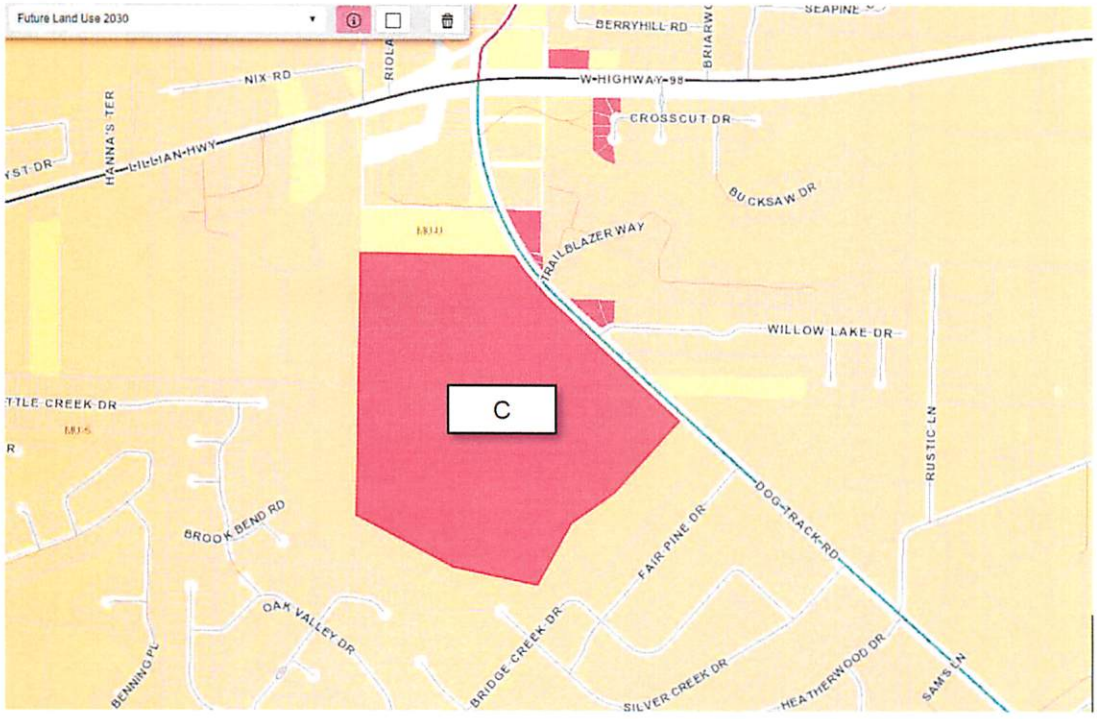
In light of the citizen's of Florida voting to cease greyhound racing throughout the state, and following current development trends in the area, the subject 88+/- acres property would be more appropriately used as a mixed used development consisting of a blend of multi-family residential, single family residential and commercial uses. With its proximity to Navy Federal Credit Union Campus on Nine Mile Road and Naval Air Station Pensacola, the development trends on the west side of Escambia County continue to show high demand for housing.

Thank you for consideration of our application and we trust you will find sufficient documentation supporting our request.

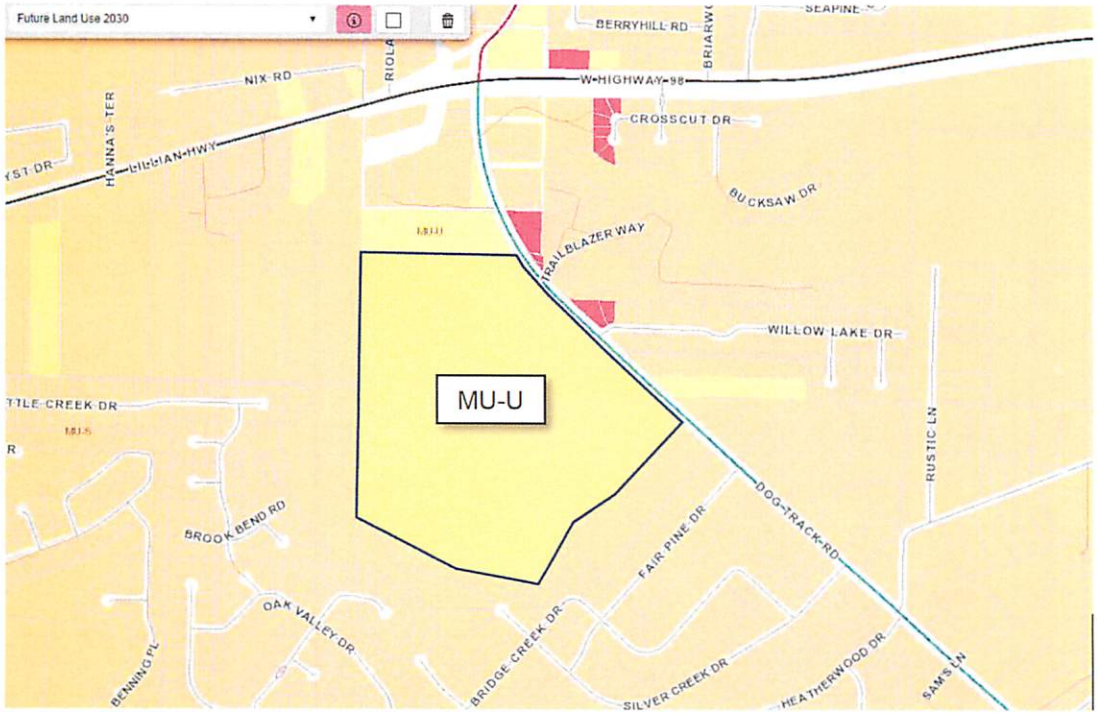
Sincerely,

Joe A. Rector, Jr.
Regional Vice President
Mullins LLC

Current Future Land Use



Requested Future Land Use



Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	252S311303000000
Account:	094588000
Owners:	PENSACOLA GREYHOUND RACING LLP
Mail:	951 DOG TRACK RD PENSACOLA, FL 32506-8236
Situs:	951 DOG TRACK RD 32506
Use Code:	RACE TRACK
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	$342,755	$1,574,870	$1,917,625	$1,917,625
2018	$342,755	$1,737,581	$2,080,336	$2,080,336
2017	$342,755	$1,658,628	$2,001,383	$2,001,383

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/01/2010	6607	994	$1,720,000	WD	View Instr
12/1987	2328	142	$5,000,000	ED	View Instr
01/1987	2355	609	$100	QC	View Instr
08/1984	1986	550	$100	WD	View Instr
01/1910	1155	822	$1,753,900	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

THAT POR OF SEC 25 DAF BEG AT SE COR OF N 1/2 OF NW 1/4 OF SE 1/4 OF SEC N 42 DEG 22 MIN E 977 6/10 FT TO PT IN SWLY...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CHAINLINK FENCE
FRAME BUILDING
LIGHTS
METAL BUILDING
MODULAR OFFICE/BLDG

Parcel Information

Launch Interactive Map

Section Map Id: 25-2S-31-2

Approx. Acreage: 88.2448

Zoned: HC/LI

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Heron's Landing

MULLINS, LLC



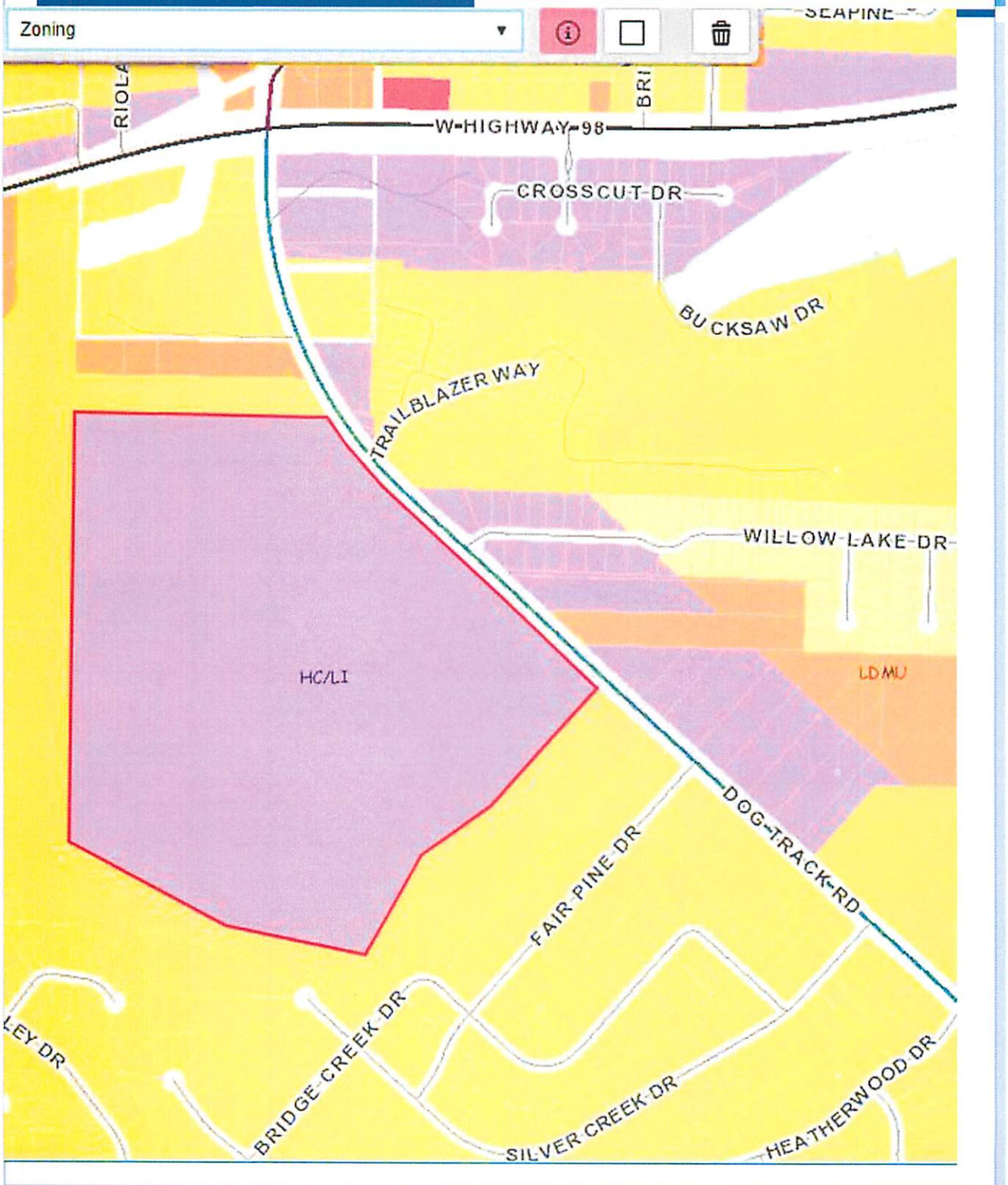
MULLINS, LLC

Heron's Landing



Heron's Landing

MULLINS, LLC



Sec. 3-2.11 - Heavy commercial and light industrial district (HC/LI).

(a) *Purpose.* The heavy commercial and light industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) *Permitted uses.* Permitted uses within the HC/LI district are limited to the following:

(1) *Residential.* Any residential uses outside of the industrial (I) future land use category, but if within the commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) *Retail sales.* Retail sales including medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes.

(3) *Retail services.*

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for governmental agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* The following industrial and related uses, except within MU-S:

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) *Other uses.* Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

(1) *Residential.* Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) *Retail services.* Restaurants not among the permitted uses of the district.

(3) *Public and civic.* Cinerators.

(4) *Recreation and entertainment.*

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) *Industrial and related.* The following industrial and related uses, except within MU-S:

a. Asphalt and concrete batch plants if within the industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4).

* Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) *Agricultural and related.* Kennels or animal shelters not interior to veterinary clinics.

(7) *Other uses.*

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HC/LI district:

(1) *Density.* A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the mixed-use suburban (MU-S), commercial (C) and industrial (I) future land use categories, and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* No minimum lot width required by zoning

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* On each side of a single-family detached dwelling, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

(8) *Other requirements.*

a. *Access.* For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. *Parcels within MU-S previously zoned GBD.* For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) *Parcels along Hwy 29 or SR 95A.* Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A.

(2) *Proximity to intersection.* Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(3) *Site design.* Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district.

b. Any intrusion into a recorded residential subdivision is limited to a corner lot.

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to HC/LI.*

(1) *Generally.* Heavy commercial and light industrial zoning may be established by rezoning only within the mixed-use urban (MU-U), commercial (C), or industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) *HC/LI-NA designation.* Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-24, § 1, 7-7-2015; Ord. No. 2015-56, § 5, 12-10-2015; Ord. No. 2016-2, § 3, 1-7-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017; Ord. No. 2017-65, § 2, 11-30-2017; Ord. No. 2018-25, § 1, 6-21-2018; Ord. No. 2018-30, § 2, 8-2-2018; Ord. No. 2019-2, § 2(Exh. B), 1-10-2019; Ord. No. 2019-18, § 3, 4-4-2019)

Recorded in Public Records 06/28/2010 at 03:42 PM OR Book 6607 Page 994, Instrument #2010041425, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00 Deed Stamps $12040.00

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **Pensacola Greyhound Track, Inc.**, a Florida corporation, with a mailing address at 951 Dog Track Road, Pensacola, Florida 32506-8236 ("Grantor"), for and in consideration of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **Pensacola Greyhound Racing, LLP**, a Florida registered limited liability partnership with a mailing address at 951 Dog Track Road, Pensacola, Florida 32506-8236 ("Grantee"), upon and subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out, does hereby grant, sell, and convey unto Grantee, that certain real property (the "Property") situated in Escambia County, Florida, as is more particularly described on Exhibit A, which is attached hereto and adopted and incorporated herein as if fully set out.

TO HAVE AND TO HOLD the premises together with all of the rights, hereditary property, ways, and appurtenances belonging or at all appertaining to the premises, to the Grantee above named, Grantee's heirs, successors, and assigns forever. Grantor covenants that the premises are free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise, and any such warranties of title shall be subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out.

[Signature Page Follows]

[Special Warranty Deed Signature Page]

IN WITNESS WHEREOF, Grantor has caused its name to be duly executed to this deed on March 1, 2010.

PENSACOLA GREYHOUND TRACK, INC.

By: H. Joseph Morrison
Name: H. Joseph Morrison
As Its: President

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Name: Andrew Freeman

Name: Jason Walker

STATE OF Alabama
COUNTY OF Mobile

I, the undersigned Notary Public in and for said County in said State, hereby certify that H. Joseph Morrison, as President of Pensacola Greyhound Track, Inc., and whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and with authority as President of Pensacola Greyhound Track, Inc. on behalf of Pensacola Greyhound Track, Inc. on the day the same bears date.

Given under my hand and seal on March 1, 2010.

Ruth Ann Crumbley
Notary Public

[AFFIX NOTARIAL SEAL]

Commission Expires: 6/12/2012

INSTRUMENT PREPARED BY:
April M. Dodd
ADAMS AND REESE LLP
P.O. Box 1348
Mobile, Alabama 36633-1348
(251) 433-3234

Attachments:
Exhibit A - Legal Description
Exhibit B – Exceptions, Reservations, etc

Exhibit A
Escambia County, Florida

Legal Description

PARCEL 1

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE NORTH 47°40' WEST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 767.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTH 45°38' WEST ALONG A CHORD DISTANCE OF 129.28 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG SAID EAST LINE A DISTANCE OF 298.18 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 88°33' WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.15 FEET TO A POINT BEING A DISTANCE OF 305.6 FEET FROM A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32'30" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING; LESS 100 FOOT RIGHT OF WAY PLEASANT GROVE HIGHWAY CROSSING NEAR THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25.

PARCEL 2

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 25; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE SOUTH 47°40' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 429.35 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 42°22' WEST A DISTANCE OF 748.8 FEET; THENCE SOUTH 56°23' WEST A DISTANCE OF 366.28 FEET; THENCE SOUTH 29°29' WEST A DISTANCE OF 481.3 FEET; THENCE NORTH 78°13' WEST A DISTANCE OF 614.83 FEET; THENCE NORTH 60°52.5' WEST A DISTANCE OF 736.6 FEET TO A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG THE SAID WEST LINE A DISTANCE OF 288.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°05" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.5 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE

NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°33' EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 305.6 FEET; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32.5' EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 00°05' WEST ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 600.00 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88°32'30" EAST, 305.6 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 00°05' EAST, 600.00 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 88°32'30" WEST ALONG SAID SOUTH LINE, 305.6 FEET TO THE POINT OF BEGINNING.

Exhibit B
Escambia County, Florida

Subject to the Following Matters:

All recording references herein are to the records appearing in the Office of the Judge of Probate of Escambia County, Florida, unless otherwise indicated.

1. All liens for taxes, assessments and other governmental charges, including rollback taxes, not yet due and payable.

2. Oil, gas, and other minerals lying on, in, under or upon the Property, previously reserved by others, and any mineral leases or other documents concerning the oil, gas, and other mineral estate.

3. All rights, easements, and servitudes incident to and a part of the mineral estate underlying the Property and all oil, gas, saltwater or disposal wellsites and related agreements.

4. All public and private recorded rights of way, public roads, utility easements, utility rights of way, and pipeline rights of way now in existence in, on, under, over and across the surface of the Property.

5. Any matter affecting the Property that would be disclosed by an accurate and complete land survey of the Property.

6. Recorded easements and rights-of-way for existing roads (public or private), railroads, and public utility lines running through, over or across the Property.

7. That certain mortgage from Pensacola Greyhound Track, Inc., to the Poarch Band of Creek Indians, PCI Gaming Authority, filed of record 5/19/2009 in OR Book 6461, Page 335, in the original principal amount of $3,450,000.00, and the terms and conditions thereof.

8. UCC-1 (Financing Statement) from Pensacola Greyhound Track, Inc., a Florida Corporation, to the Poarch Band of Creek Indians, PCI Gaming Authority, recorded 5/19/2009 in OR Book 6461, Page 348.

9. Easement granted to Gulf Power Company by instrument recorded in OR Book 880, Page 62.

10. Easement granted to Escambia County Utilities Authority by instrument recorded in OR Book 2820, Page 504.

11. Easement granted to Southern Bell Telephone and Telegraph Company by instrument recorded in OR Book 3101, Page 944.

12. All matters recorded in the Official Records of Escambia County, Florida.

Escambia County, FL - Address Search

951 DOG TRACK RD

Warning: This is not a survey
This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

- **Administrative Report**

Parcel Site Address:	951 DOG TRACK RD
Parcel Ref (link to Property Appraiser):	25-2S-31-1303-000-000
Tax Collector ID (link to Tax Collector):	094588000
Commission District:	1
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32506 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	Blue Angels (Note: Must be verified with the ECSD)
Middle School Zone:	Bailey (Note: Must be verified with the ECSD)
High School Zone:	Escambia (Note: Must be verified with the ECSD)
Voting Precinct:	73
Polling Place:	Jim C. Bailey Middle School (Note: Must be verified with the ECSOE)
	4

Mosquito Spray Area::

- **Emergency Management Report**

Hurricane Evacuation Zone:	D,E
Special Flood Hazard Area:	AE,X
DFIRM Panel:	12033C0345G,12033C0365G
Base Flood Elevation:	Not Available
Wind Zone:	140
Fire District:	PLEASANT GROVE - 14

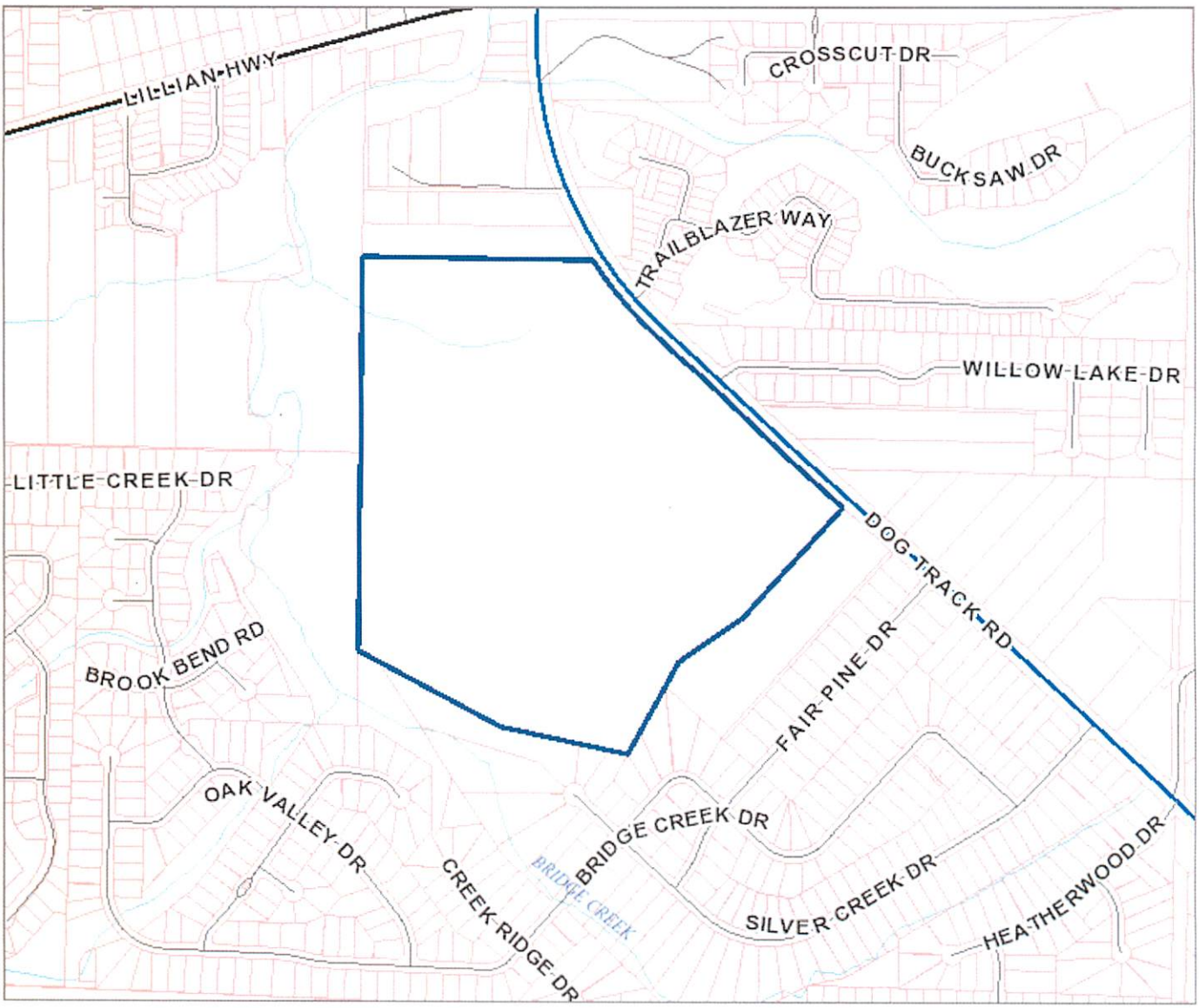
- **Topographical Report**

Wetlands Attribute (not an official wetland determination):	PFO1C,PUBHx,PEM1C,PFO4A
Soils Map Unit Name:	DOROVAN AND MUCKALEE SOILS, FREQUENTLY FLOODED,HURRICANE SAND, 0 TO 3 PERCENT SLOPES,FOXWORTH SAND, 0 TO 3 PERCENT SLOPES,ARENTS, FILLED, 0 TO 3 PERCENT SLOPES,FOXWORTH SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	BRIDGE CREEK HERON BAYOU
Drainage Basin Number:	XII

Land Use Report	
Zoning:	HC/LI
Future Land Use 2030:	C
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No

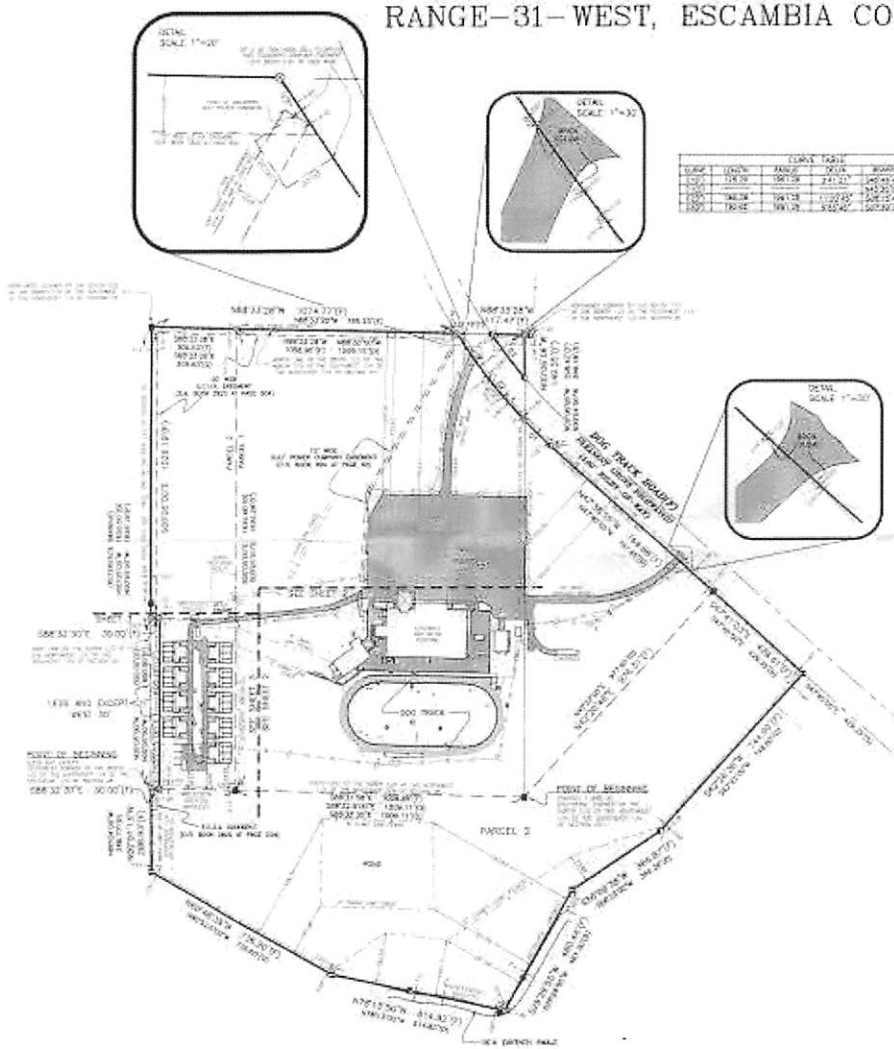
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image



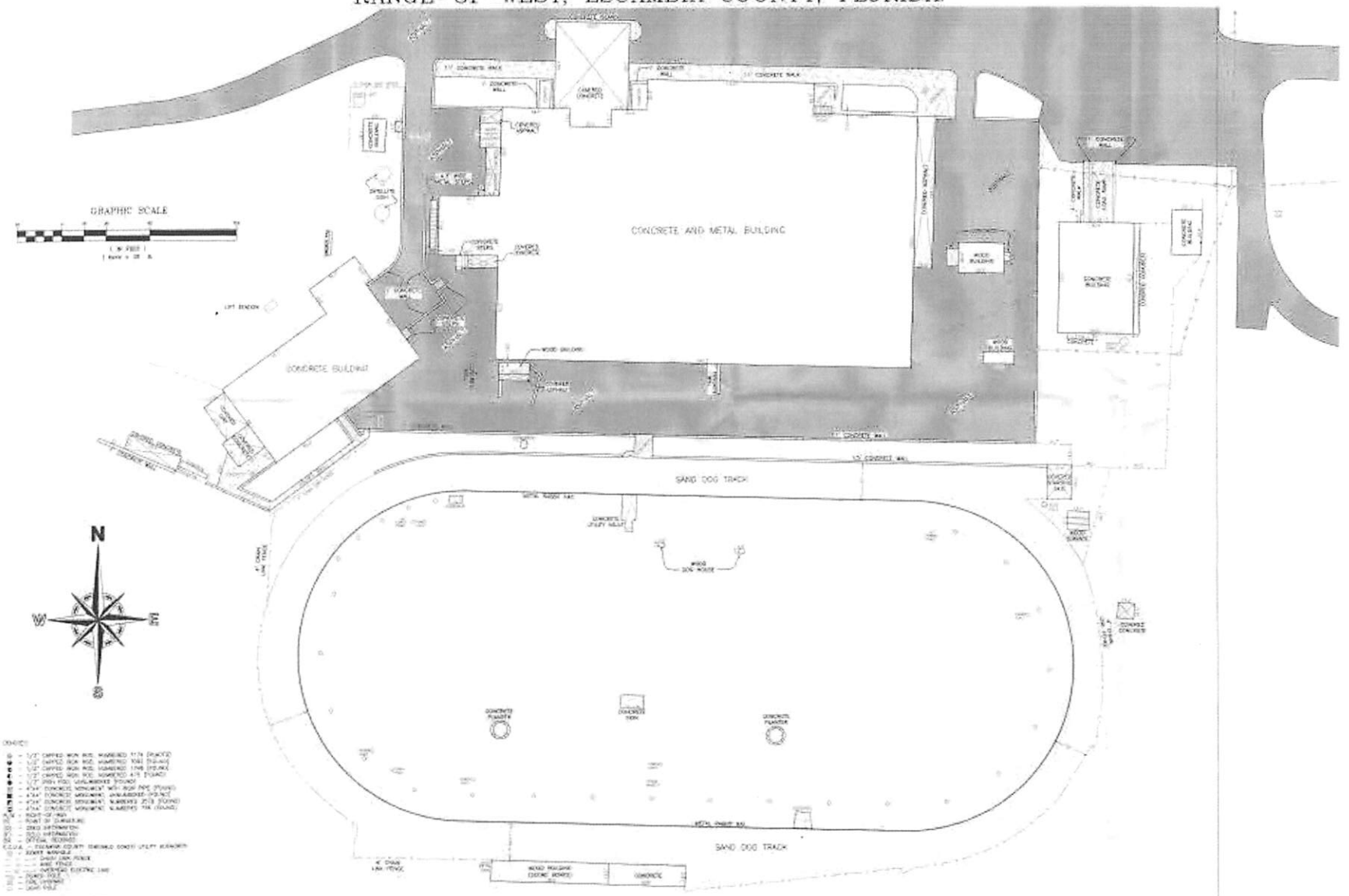
BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.


DETAIL SCALE 1"=100'
DETAIL SCALE 1"=30'
DETAIL SCALE 1"=200'
BEGIN TRACK BOUNDARY
PARCEL 1
PARCEL 2
POINT OF BEGINNING
POINT OF BEGINNING
ROAD
SOD TRACK
SOD TRACK
SOD TRACK

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES

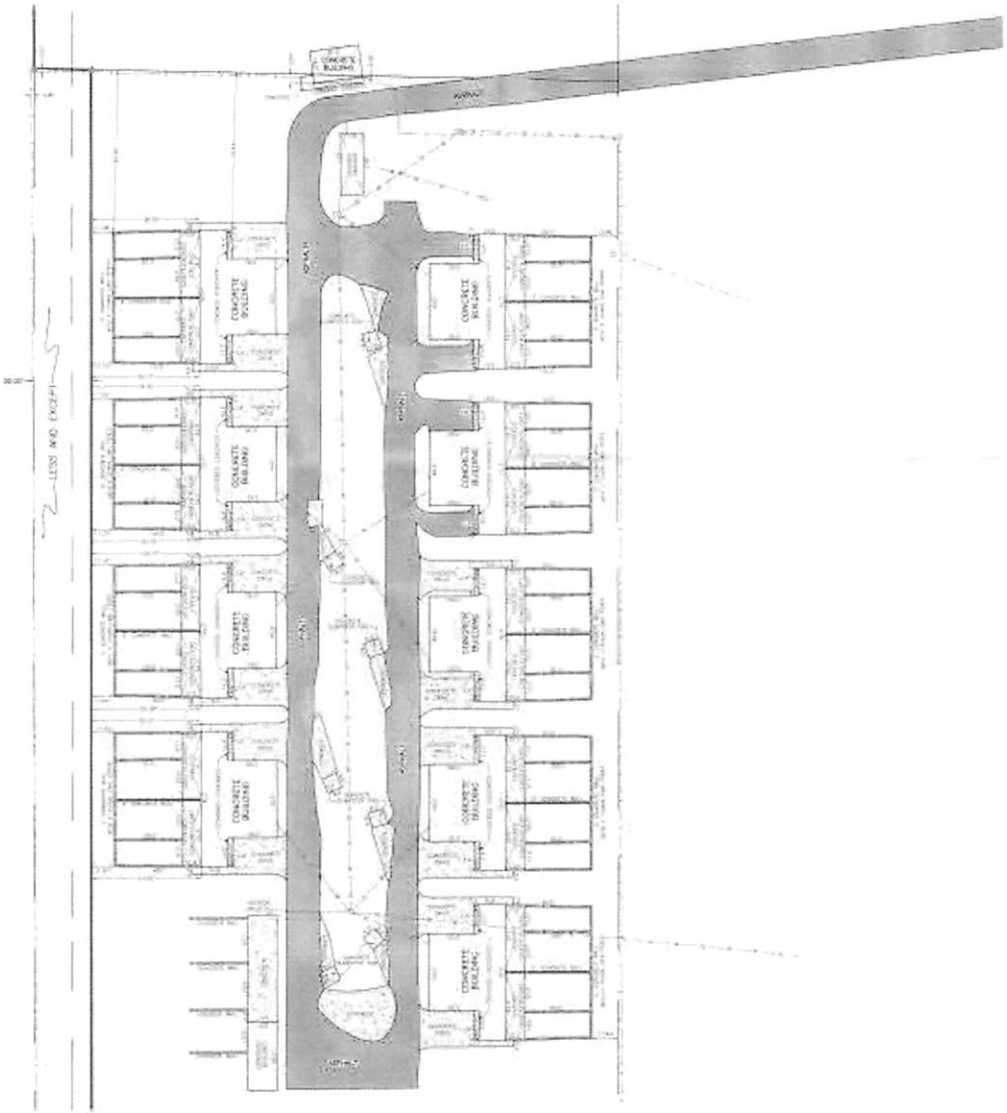
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

SCALE: 1" = 30' | DRAWN: AES | DATE: 03/04/10
FIELD DATE: 2/22/10 - 3/4/10 | FIELD BOOKS: 142, 144 PAGES: 1-5, 1-3

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE





LEGEND

- FOUND 5/8" IRON ROD, NUMBERED 1171 (PLACED)
- FOUND 1/2" CAPPED IRON ROD, NUMBERED 7382 (PLACED)
- FOUND 1/2" CAPPED IRON ROD, NUMBERED 1758 (PLACED)
- FOUND 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- FOUND 1/2" IRON ROD, UNNUMBERED (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT WITH IRON PIPE (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT, NUMBERED 3978 (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT, NUMBERED 726 (FOUND)
- POINT OF BEGINNING
- POINT OF COMMENCE
- DEED INFORMATION
- PLAT INFORMATION
- CENTERLINE
- ESCAMBIA COUNTY EMERALD COAST UTILITY AUTHORITY
- SURVEY MARKER
- COMPUTED POINT
- IRON STAKE
- OVERHEAD ELECTRIC LINE
- MONITOR WELL
- FIRE HYDRANT
- LIGHT POLE

NO	DATE	APPR	REVISION

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
FLA. REG. CERTIFICATE NUMBER LB 6691

SCALE: 1" = 50' | DRAWN: AES | CHECKED: EBP | DATE: 03/29/10
FIELD DATE: 2/22/10 - 3/1/10 | FIELD BOOKS: 382, 383, PAGES 1-5, 1-1

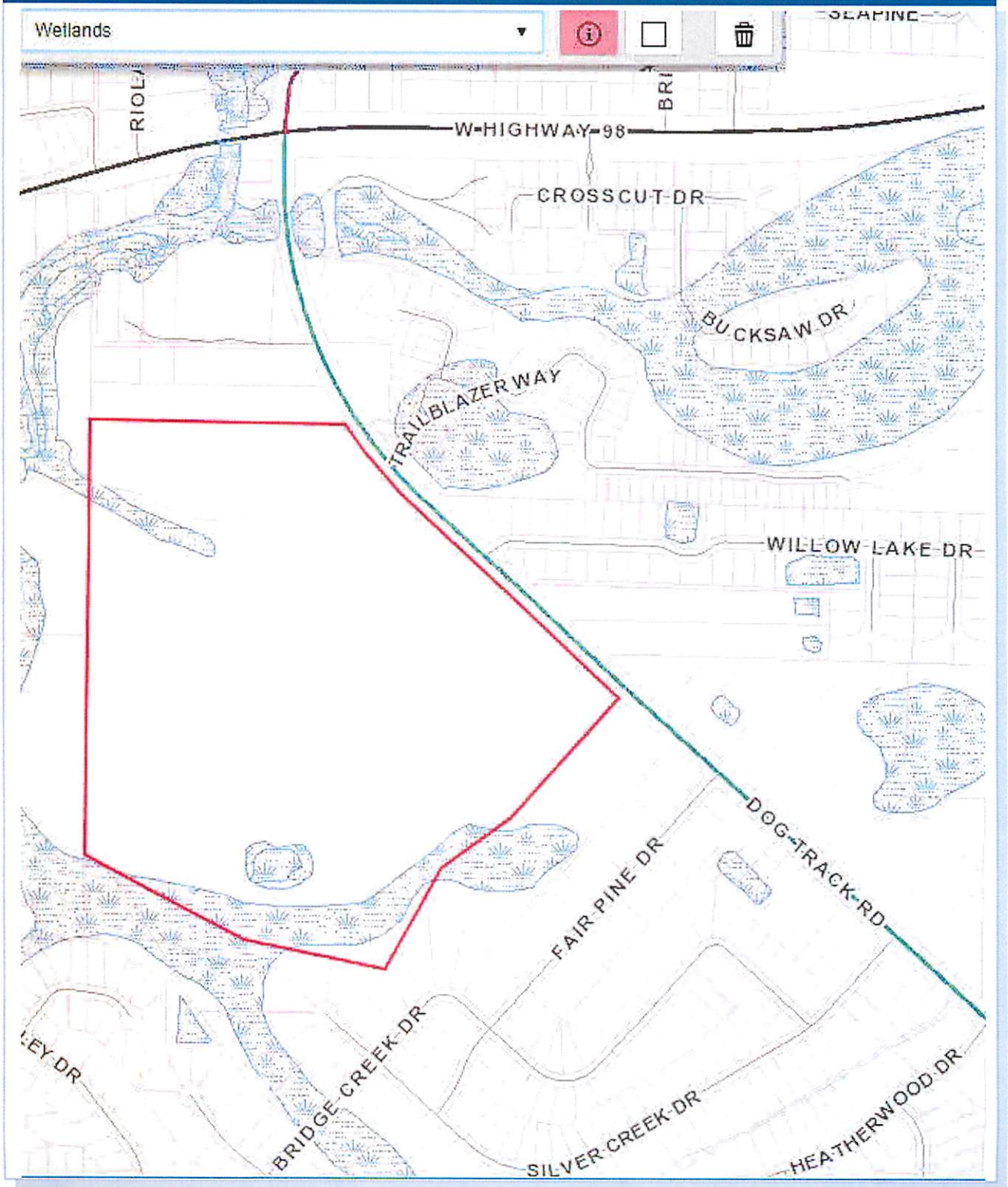
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK RAFFINGTON HART

JOB NO. 4751

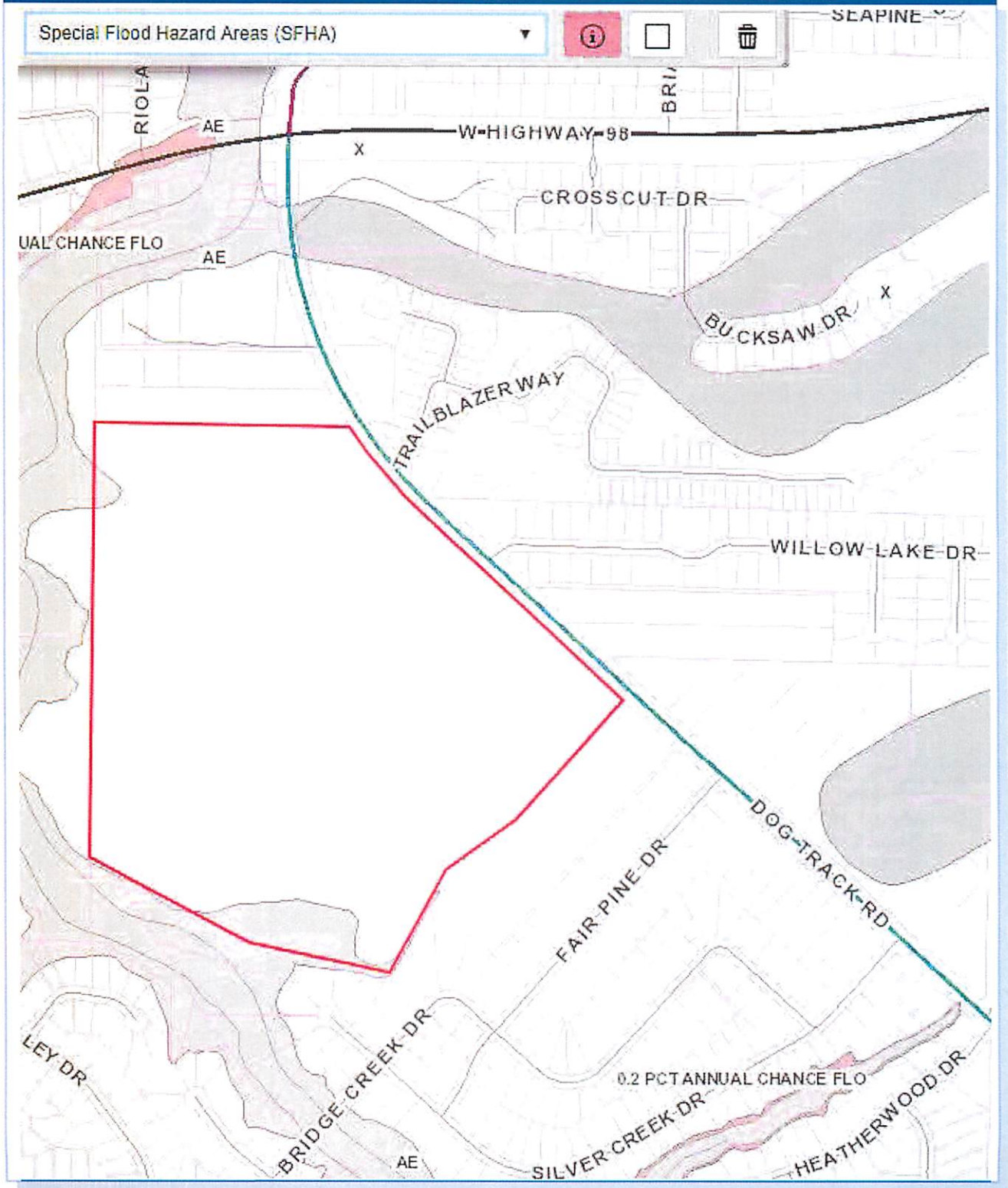
MULLINS, LLC

Heron's Landing



Heron's Landing

MULLINS, LLC



Data and Analysis

88 +/- Acre former Pensacola Greyhound Parcel

Mixed Used Development

Pensacola, Florida

The subject site is accessible from Dog Track Road, which is classified as a Major Urban Collector. The property is located ¼ mile south of the intersection with Highway 98 and Lilian Highway. The site is approximately 88+/- acres and was formerly home to the Pensacola Greyhound Park. Our proposal is for development of a mixed-use development consisting of a blend of multi-family residential, single family residential and commercial uses.

UTILITY IMPACTS: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested and will be provided upon receipt, prior to public meeting. It is anticipated that an ECUA lift station will be required for this development.

STORMWATER MANAGEMENT Topographical features show that the site is higher on the east side. As shown on the attached site/contour map, the western and southerly end was found to have an elevation of 12 feet, while the easterly edge of the site had an 21 feet elevation contour. With a 8' downhill gradient, the existing stormwater drainage pattern is from east to west. This is similar to the existing stormwater drainage system within Woodridge Manor Subdivision, located to south of the property, as evidenced by the location of the existing drainage ponds.



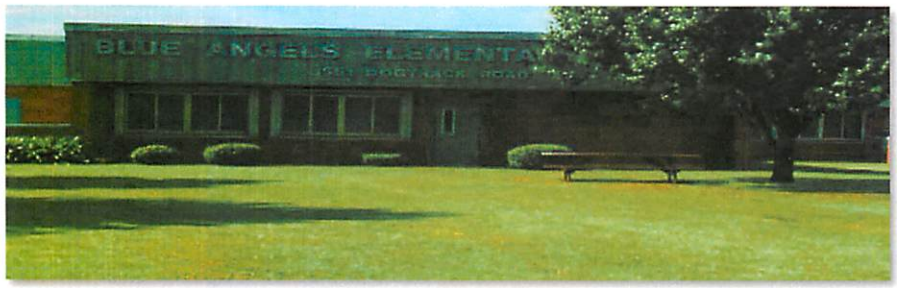
The proposed stormwater design for the 88 acre site will include the use of pipe, curb and gutter and swales, among others. The collected stormwater will be directed into several large ponds running along the edge of the existing wetland. The northern and easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. These areas have been flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern. The proposed stormwater plan will then be designed and submitted for review and approval by all appropriate county, state and federal regulatory offices.

TRAFFIC: All Access to the site from the east will be from Dog Track Road. These connection points will be designed during the approval process to make necessary accommodations recommended in traffic study. The development's ingress/egress points will be similar to the attached concept plan. **(See Supplement)**

RECREATION AND OPEN SPACE: The site is located approximately2 miles from the Southwest Escambia Sports Complex as well as the Millview ~ Heron Bayou Public Boat Ramp. **(See Supplement)** It is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development. Recreational amenities are planned as a part of this development.

SCHOOLS: A letter identifying potential development impacts on the area school facilities has been requested. Schools of potential impact include:

Elementary School Zone: **Blue Angels Elementary**



Middle School Zone: **Bailey Middle School**



High School Zone: **Escambia High School**



May 15, 2020

Consistency with Relevant Portions of the Escambia Comprehensive Plan

88 +/- Acre former Pensacola Greyhound Parcel

Mixed Used Development

Pensacola, Florida

OBJ FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

POLICIES

FLU 1.1.1 **Development Consistency**. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM.

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 **Future Land Use Categories**. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in below.

FLUM Mixed-Use Urban (MU-U)

General Description:

Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses:

Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: 0.25

Floor Area Ration (FAR) Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%

c) Non-Residential: Retail/Service 30% to 50% Office 25% to 50% Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%

b) Public/Rec/Inst. 10% to 25%

c) Non-Residential 5% to 10%

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

OBJ FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICIES

FLU 2.1.1 **Infrastructure Capacities.** Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested and will be provided upon receipt, prior to public meeting. It is anticipated that an ECUA lift station will be required for this development.

OBJ FLU 2.2 Provision of Public Services

Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.

POLICIES

FLU 2.2.3 **Right-of-way Dedication.** Escambia County will continue to require dedication of adequate rights-of-way as approved by the County.

RESPONSE: The development of this site would result in roadways that meet the Escambia County Engineering Manuals Specifications for Roadways of which the rights-of-ways would be dedicated to Escambia County.

OBJ MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICIES

MOB 1.1.1 **Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

RESPONSE: This proposed development will submit detailed site plans identifying required improvements all of which will be paid by the developer.

MOB 1.1.2 **On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

RESPONSE: Preliminary internal circulation design shows the site will be accessible from the west, at two locations. These plans will be submitted to the County for review and approval. The plans will contain overall traffic circulation patterns and will comply with this element of the Comprehensive Plan.

OBJ MOB 1.4 Corridor Preservation

Provide for the protection of existing and future rights-of-way from encroachment by including appropriate regulations for standard right-of- way, setback regulations, density and intensity regulation, right-of-way, and scenic roadway designation within the provisions of the LDC.

POLICIES

MOB 1.4.1 **Proposed Transportation Corridors.** Escambia County will make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO's Cost Feasible Plan, the proposed or adopted County Capital Improvement Plan, or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations will be incorporated in the LDC.

FY 2021 - FY 2025 Florida-Alabama TPO Project Priorities Table 5 - FY 21-25 Transportation Alternatives (TA) Project Priorities, Dog Track Road from Blue Angel Parkway to SR 30 (US 98) is listed as number six on

this list. This project calls for the installation of paved shoulders along both sides of Dog Track Rd (CR-297) in Escambia County.

RESPONSE: This proposed development is adjacent to the Dog Track Road. It is not anticipated that any additional right-of-way will be necessary additional right-of-way to accommodate this project. However, consideration will be given and final determination will occur during the development review stages of the project in accordance with the Escambia County Land Development Code.

OBJ INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

POLICIES

INF 3.1.6 **Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

RESPONSE: Required stormwater management plan and facilities will be designed and installed at the developer's expense.

OBJ INF 4.1 Provision of Potable Water Service Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources. POLICIES

INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines.

OBJ COA 1.1 General Hazard Mitigation

Reduce the exposure of people and property to natural hazards.

POLICIES

COA 1.1.3 **Flood Elevation.** Escambia County will, as supported by federal emergency management regulations (Title 44, Code of Federal Regulations (CFR) 60.1) and the County's experience of significant flood hazard events, require additional height above the base flood elevation to more effectively reduce the exposure of people and property to losses from flood hazards.

RESPONSE: Base finished floor elevations will be establish as necessary during the development review stages of the project in accordance with the Escambia County Land Development Code.

OBJ CON 1.1 General Resource Management

Effectively manage the natural resources of Escambia County through sound conservation principles.

POLICIES

CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

RESPONSE: Existing inventory maps indicate that an area in the northwestern portion of the site contain jurisdictional wetlands. This is verified in the Jurisdictional Wetland Assessment performed by BIOME Consulting Group, dated, April 7, 2020. Based on their wetland jurisdictional determination, they have determined that the site appears to have approximately 84.11-acres of uplands and 3.93-acres of wetlands and other jurisdictional waters. Their site visit documented the wetlands within the jurisdiction of the COE and WMD/FDEP. **(See Supplement)** As shown on the preliminary site layout, this area is being completely avoided and will remain in its natural state.

OBJ CON 1.3 Surface Water Resources

Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

POLICIES

CON 1.3.1 **Stormwater Management.** Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater

RESPONSE: Plans depicting stormwater management and treatment will be submitted to Escambia County for review and approval to assure compliance with this requirement.

OTHER: The site is not located within any designated Area of Critical State Concern.

RECREATION AND OPEN SPACE

The Southwest Escambia Sports Complex is located at 2020 Bauer Rd, Pensacola, FL 32506 ½ south of Lilian Highway on Bauer Road.



This 17-field athletic complex is the home for all of Perdido Youth sports. Baseball, Softball, Soccer, and Football fields comprise the athletic fields, and the park also offers a playground and pavilions.



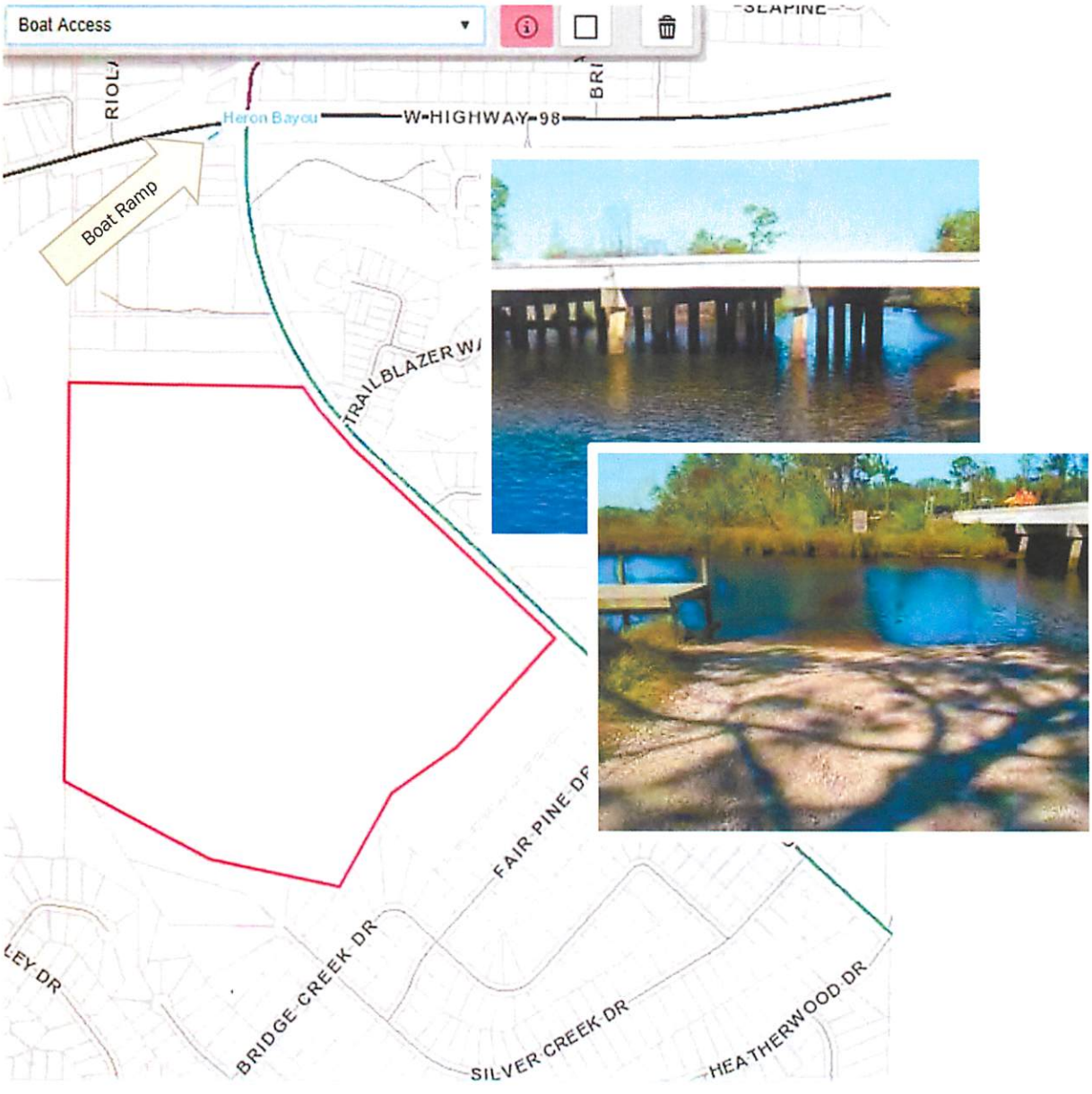




- Team Sports
- Picnic Tables
- Playground
- Covered Picnic area with pavilion

Credit: Nicole St. Aubin, Broker Associate ~ Email me: Nicoles@PensacolaRealtyMasters.com

The Millview ~ Heron Bayou Public Boat Ramp is a small boat ramp, with courtesy dock, parking for about 5 small trailers, port-o-let and sits on about 1 acre near the intersection of Route 98 and Route 298 (Lillian Highway) in Pensacola.



Credit: https://www.saltchef.com/catch_fish/FL/Escambia/boat_ramps.html

biome
Consulting Group

April 7, 2020

Herons Landing Development, LLC
c/o Mark Conner
mark@roweroofing.com
850.766.6180

Re: Jurisdictional Wetland Assessment – Herons Landing, +/- 88.24 acres
Escambia County Parcel: 25-2S-31-1303-000-000

Dear Mr. Conner,

Biome Consulting Group, LLC (Biome) has completed a jurisdictional wetlands and waters assessment of the above referenced property. Our assessment included an analysis of vegetative cover and composition, wetland hydrology indicators and hydric soil indicators in accordance with state and federal procedural guidelines. The following is meant to be used as a brief summary of site results and the regulatory agencies' potential involvement with this property.

The site was found to contain approximately **84.11-acres of uplands and 3.93-acres of wetlands and other waters** within the jurisdiction of state and federal agencies. Please note that these calculations are based on an inspection boundary provided by the Escambia County property appraiser and an actual boundary survey may result in slightly different calculations. The jurisdictional boundaries were alphanumerically flagged with pink surveyor's tape, located via Trimble Geo7x GPS, and is depicted on the enclosed map using ArcMap 10.5 software. The following is a summary of our observations relating to the jurisdictional determination:

1. **General Observations:** The site is an 88.24-acre parcel that comprised the former Greyhound Race Track/Poker Room, which is currently closed. Remnants of the operation are still present;

2. **Vegetation:** The wetland area is dominated by slash pine, cypress, sweetbay magnolia, red maple, wax myrtle, cinnamon fern, pitcher plants, and bog buttons, and the upland area is dominated by longleaf pine, saw palmetto, live oak, blueberry, bracken fern, and gopher apple;

3. **Soils:** The soil survey indicates that the property is underlain by and Hurricane Sand (non-hydric), Foxworth (non-hydric), and Dorovan muck (hydric), which was confirmed by on-site soil pit excavation. Dark surface and redox were present in the wetland areas of the site;

4. **Hydrology:** Indicators of wetland hydrology include buttressing and multi-trunking.

FEDERAL JURISDICTION - U.S. ARMY CORPS OF ENGINEERS

The Federal agency responsible for regulating wetlands is the U.S. Army Corps of Engineers (COE). Technical guidelines outlined in the US Army Corps of Engineers Wetlands Delineation Manual (1987) were applied in the field for determining the presence and location of jurisdictional wetlands on the above referenced property.

Results: All parameters necessary for the COE to exert jurisdiction are present on the site. Please contact Biome for permitting guidance and suggestions.

Section 404 of the Clean Water Act (33 USC 1344) requires authorization from the Secretary of the Army, acting through the COE, for the discharge of dredged or fill material into all waters of the United States, including wetlands. Discharges of fill material generally include, without limitation: placement of fill that is necessary for the construction of any structure, or impoundment requiring rock, sand, dirt, or other material for its construction; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; dams and dikes; artificial islands; property protection or reclamation devices such as riprap, groins, seawalls, breakwaters, and revetments; beach nourishment; levees; fill for intake and outfall pipes and sub-aqueous utility lines; fill associated with the creation of ponds; and any other work involving the discharge of fill or dredged material. A COE permit is required whether the work is permanent or temporary.

The basic premise of the dredge and fill program is that no discharge of dredged or fill material may be permitted if: (1) a practicable alternative exists that is less damaging to the aquatic environment or (2) the nation's waters would be significantly degraded. What this means is when you apply for a permit, you must show that you have, to the extent practicable:

- Reasonably avoided all wetland impacts;
- Minimized potential impacts on wetlands; and
- Provide compensation for any remaining unavoidable impacts.

STATE JURISDICTION - STATE OF FLORIDA

The State agencies responsible for regulating wetlands are the Florida Department of Environmental Protection (FDEP) and Northwest Florida Water Management District (WMD).

Results: All parameters necessary for the FDEP/WMD to exert jurisdiction are present on the site. Please contact Biome for permitting guidance and suggestions.

Similar to COE requirements, dredge and/or fill activities waterward of State's limits will require a permit under the Environmental Resource Permitting (ERP) program, Section 373, F.S., Chapters 62-4, 62-340 and 62-330, F.A.C. There is a state application permitting fee (based on acreage) and mitigation is usually required for permanent wetland impacts. Typically, permits are issued within 90 days of complete application. Please contact Biome for permitting guidance and suggestions or visit http://www.biome.co/

CONCLUSION

Based on our wetland jurisdictional determination, we have determined that the site appears to have approximately **84.11-acres of uplands and 3.93-acres of wetlands and other jurisdictional waters**. Our site visit documented wetlands within the jurisdiction of the COE and WMD/FDEP. Any proposal to impact wetlands will require permits from the applicable agencies. Please contact Biome for permitting guidance and suggestions.

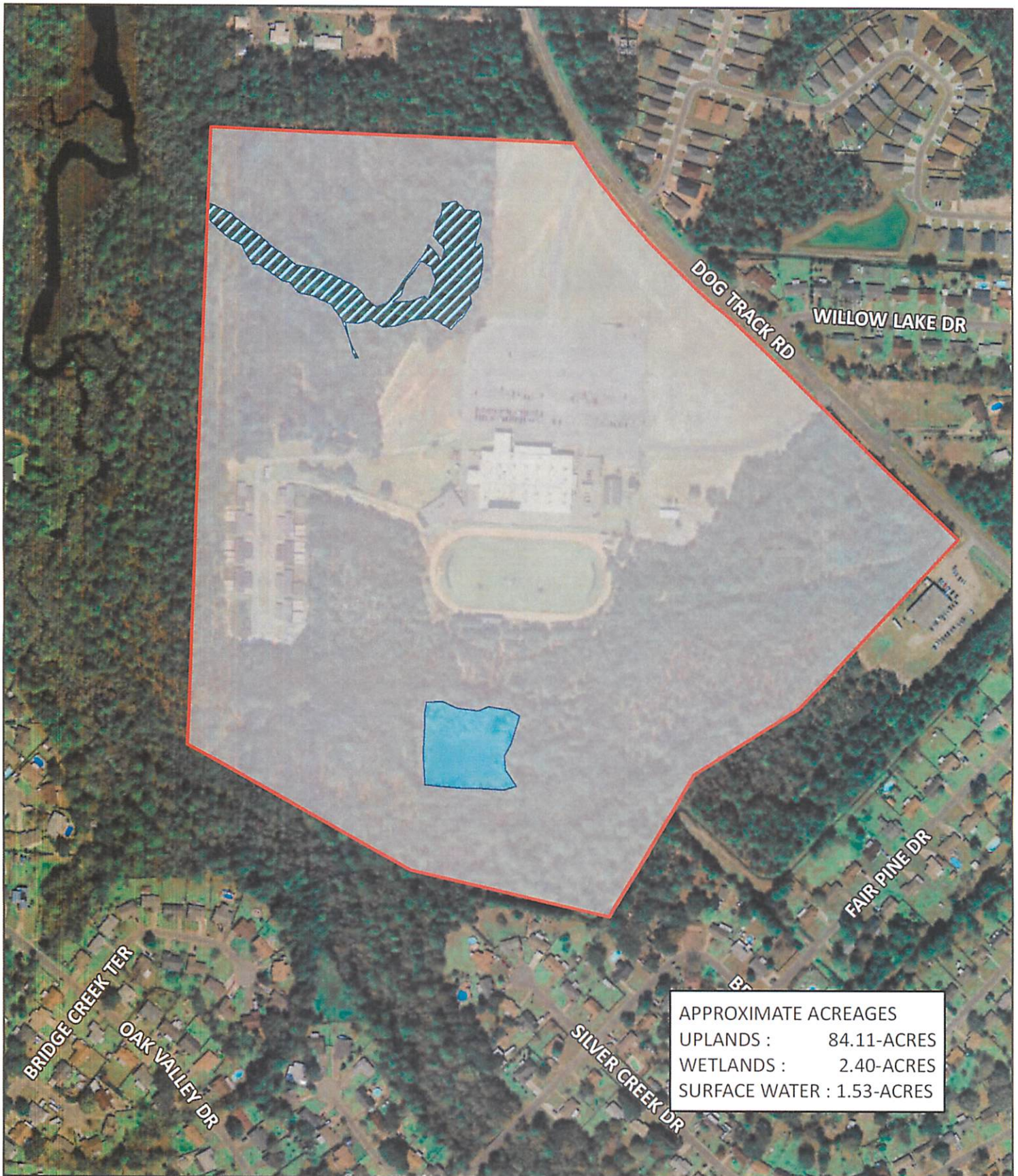
A wetland delineation performed by an ecological consultant represents the professional opinion of the scientist that performed the work. The results of this jurisdiction are based on the professional opinion and experience of an environmental consultant. This report is intended for the sole use by the above listed addressee. Its contents may not be relied upon by other parties without the written consent of Biome Consulting Group.

This concludes our assessment of the target property. If you require additional information, assistance, or clarification, please give us a call at 850.435.9367 or visit http://www.biome.co/. We look forward to assisting you in the future.

Sincerely,
Biome Consulting Group

Sean O'Toole
Managing Partner
Ecological Consultant
2415.006 Herons Landing

Attachment: Wetland Jurisdiction Map



WETLAND JURISDICTION MAP
ESCAMBIA COUNTY
HERONS LANDING
25-2S-31-1303-000-000
HERONS LANDING DEV. LLC

LEGEND

- INSPECTION BOUNDARY
- UPLANDS
- WETLANDS
- POND

AUTHOR: CBO

4/7/2020

N
W E
S

0 200 400 Feet

biome Consulting Group
1300 West Government St. Pensacola, FL 32502
850.435.9367 www.biome.co

THIS IS NOT A SURVEY

May 15, 2020

Pensacola Greyhound Track discontinues live dog races

Kevin Robinson, Pensacola News Journal Published 1:32 p.m. CT Jan. 31, 2019



The Pensacola Greyhound Track & Poker Room is discontinuing its live greyhound racing. *(Photo: Getty Images/Flickr Select)*

There will be no more live dog races in Pensacola.

The Pensacola Greyhound Track & Poker Room's fall greyhound racing season ended Sept. 30, 2018, and races were supposed to resume Jan. 18, 2019. However, in November, Florida voters passed an amendment that will phase out live greyhound races statewide by 2021, so Pensacola track owner, PCI Gaming, has opted not to resume live races.

"The transition is complete and all team members impacted by the change were offered new job placement within the company," said an emailed statement from a PCI Gaming representative. "With the help of national partners, all greyhounds were successfully placed in good care."

Conclusion

88 +/- Acre former Pensacola Greyhound Parcel

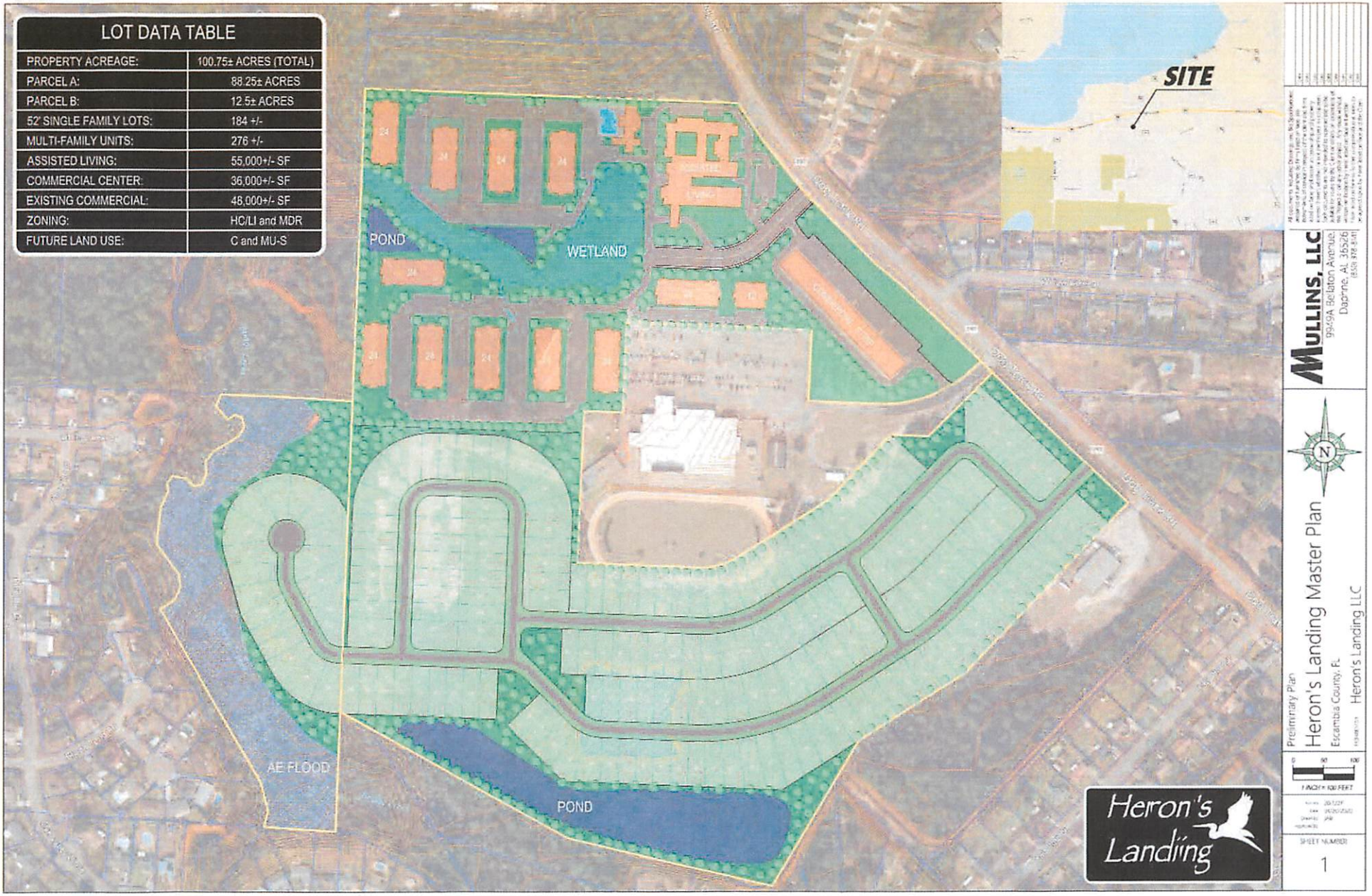
Mixed Used Development

Pensacola, Florida

We believe the afore presented report sufficiently demonstrates that our request described herein be granted the change of Future Land Use to **MU-U**. We have provided the normal practices and normal standard of care in analyzing this criteria and addressed criteria set forth as follows:

1. Our comparative analysis of the impact of both the current and the proposed future land use categories on the following items adequately demonstrate consistency with the Comprehensive Plan for:
    A. Sanitary Sewer
    B. Solid Waste Disposal
    C. Potable Water
    D. Stormwater Management
    E. Traffic
    F. Recreation and Open Space
    G. Schools
2. The data and analysis also supports the requested future land use category by reflecting a need for that category. This is demonstrated by the closure of the previous use as the Pensacola Greyhound Park and converting to a mixed-use development consistent with the current development trends.
3. Proximity to and impact on the following:
    A. Wellheads (no wellhead locations within 2 miles of site).
    B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email sitefile@dos.state.fl.us) Requested.
    C. Natural Resources, including wetlands **(See Supplement).**
4. Analysis of consistency with the Escambia County Comprehensive Plan included in this report.
5. Applicable sections referenced and addressed herein.

Thank you for consideration of our application and the documentation supporting our request.


LOT DATA TABLE
PROPERTY ACREAGE: 100.75± ACRES (TOTAL)
PARCEL A: 88.25± ACRES
PARCEL B: 12.5± ACRES
52' SINGLE FAMILY LOTS: 184 +/-
MULTI-FAMILY UNITS: 276 +/-
ASSISTED LIVING: 55,000+/- SF
COMMERCIAL CENTER: 36,000+/- SF
EXISTING COMMERCIAL: 48,000+/- SF
ZONING: HC/LI and MDR
FUTURE LAND USE: C and MU-S
SITE
POND
WETLAND
AE FLOOD
POND
Heron's Landing
MULLINS, LLC
9459A Belaton Avenue
Daphne, AL 36526
Preliminary Plan
Heron's Landing Master Plan
Escambia County, FL
Heron's Landing LLC
1 INCH = 100 FEET
SHEET NUMBER
1

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

June 23, 2020

Mullins, LLC
Attn: Joe A. Rector, Jr., PS
41 N. Jefferson Street, Suite 106
Pensacola, Florida 32502

RE: Heron's Landing
951 Dog Track Road
Pensacola, Florida 32506
Letter of Capacity Reservation

Dear Mr. Rector:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell District One | **Lois Benson** District Two | **Cedric Alexander** District Three | **Dale Perkins** District Four | **Larry Walker** District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation
and/or Wastewater Plant Capacity Reservation

Date: 06/02/2020 Service Requested: Water Well X Sewer Plant X

Name of Project: Heron's Landing Area (Acres): 120.6

Project Address: 951 DOG TRACK RD

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential X Commercial X Industrial ____ Other ____

(Explain) Mixed Use Development - Single family, townhomes and apartments

Number and/or Size of Units: approximately 184+/- single family lots, 144+/- townhomes, 288 apartments and a 48,000 commercial building

Estimated Flow: (Average Day) Water 184,800 Sewer 184,800

How will water and/or sewer be provided if not from ECUA? N/A

Special Requirements: Assumed that a master ECUA liftstation will be construction to serve all of the development.

Owner of Property: (type or print) PENSACOLA GREYHOUND RACING LLP

Address: 951 DOG TRACK RD Phone: ____

Developer: (type or print) Heron's Landing LLC

Address: ____ Phone: 850-766-6180

Engineer: (type or print) Mullins LLC, Pensacola, FL - Micah Jones, PE

Address: (type or print) 41 N Jefferson Street, Suite 106 Phone: 850-502-7160 Email: joe.rector@mullinsllc.net

Submitted By: (type or print) Joe A. Rector, Jr. Title: VP

Signature of Submitter: ____ Digitally signed by Joe A. Rector, Jr. Date: 2020.06.03 13:14:54 -05'00' Title: VP

FOR ECUA USE ONLY:

Water Zone: North ____ South X

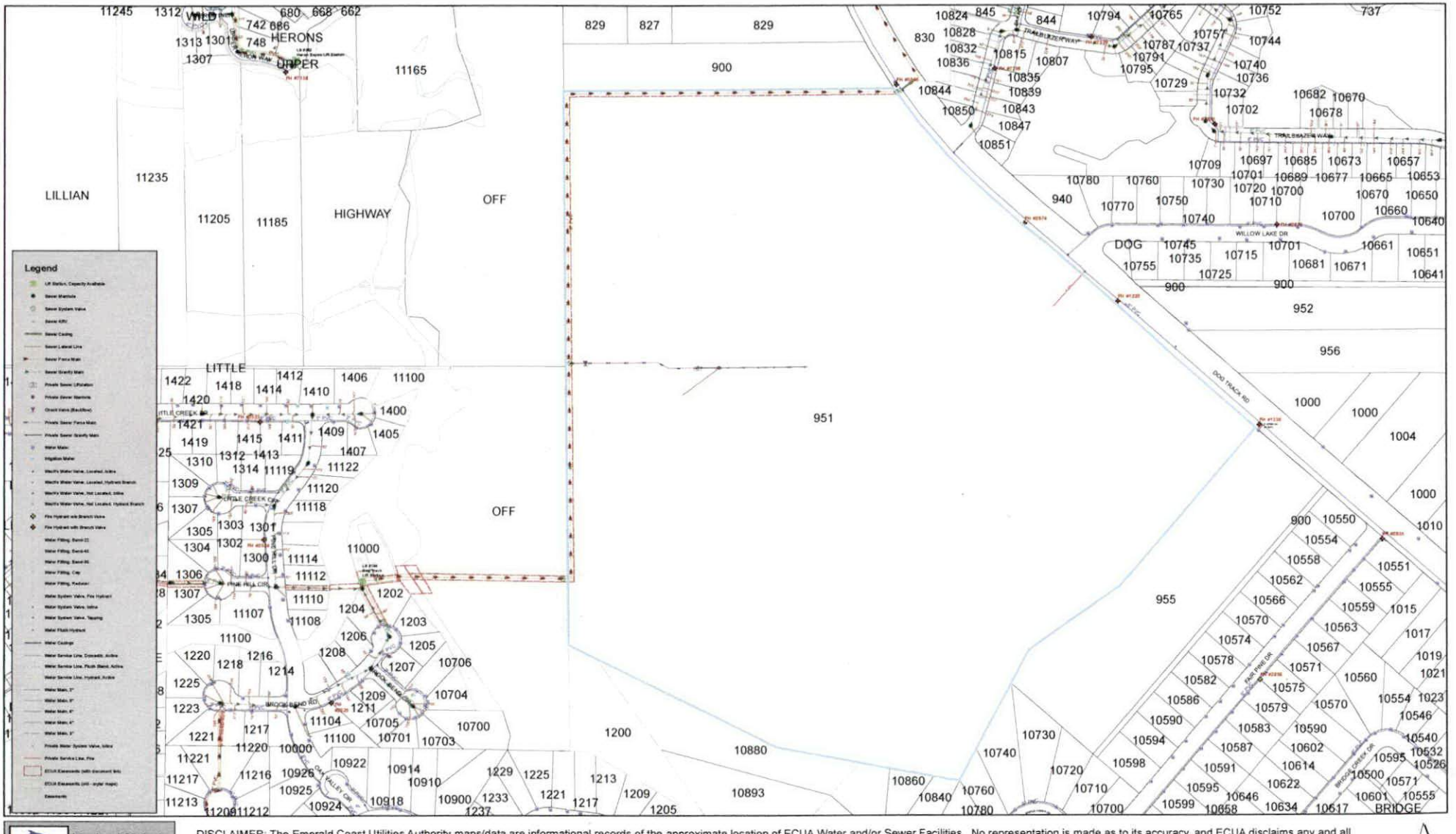
Wastewater Treatment Plant: Bayou Marcus X CWRF ____ Other ____

***Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
41 N. Jefferson Street, Suite 106, Pensacola, FL 32502
(850) 378-8141



951 Dog Track Rd



1 inch = 300 feet

Date: 6/23/2020

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

N

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2020-02– Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	951 Dog Track Road
Parcel #s:	25-2S-31-1303-000-000
Acreage:	88.24 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	**Joe A. Rector, Jr. -VP Mullins LLC, Agent for** Pensacola Greyhound Racing LLP, Brent Pinkston.
Meeting Dates:	Planning Board, July 6, 2020 BCC August 6, 2020 (Transmittal)

Site Description and Summary of Proposed Amendment:

The parcel is located on the west side of Dog Track Road about .25 miles (+/-) south of the intersection West Highway 98/Lillian Highway and 1.5 miles (+/-) north of Blue Angle Parkway.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for

compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided in their application that an ECUA lift station will be required for the development. ECUA currently already provides water and sanitation to the existing structures on site. ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates. Any new proposed development will have a complete reviewed during the Development Review Process, as well must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: Based on the applicant's documentation the parcel is under the ECUA service area; the applicant did submit a letter from ECUA assuring there is capacity reservation availability from ECUA. Any proposed development will submit for a complete review and obtain approval from the Development Review Committee.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Dog Track Road which is a Escambia County maintained road, classified as a major collect roadway. Any new development will have to apply for review and approval thru the Development Review Committee.

Transportation & Traffic Operations (TTO) Comments – LSA-2020-01

TTO Staff has reviewed LSA-2020-02, 951 Dog Track Road. The requested Future land use change is from Commercial (C) to Mixed Use – Urban (MU-U) and is

scheduled for the July 6, 2020 Planning Board Meeting. Please see the below comments.

This segment of Dog Track Road has a two-lane typical section with two 12 foot travel lanes and a six foot wide path on the west side of the road. Dog Track Road has an approximate right-of-way width of 100 feet. The County does not have any proposed improvement projects scheduled for Dog Track Road in this area.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Dog Track Road is classified as a major collector with a maximum LOS of D and a corresponding daily volume threshold of 17,700. Near the subject property, the daily volume on Dog Track Road for 2019 was recorded as 6,400.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are Blue Angels Elementary, Bailey Middle School and Escambia High School. The applicant has requested a letter from the Escambia County School District Facilities Planning Director, stating that capacity for this project meets the School Level of Service requirements.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

The referenced Comprehensive Plan table describes the current Commercial FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category. Residential density is limited to 25 dwelling units per acre. If the amendment is approved the proposed Future Land Use to MU-U would be consistent with the existing zoning; there would be a decrease on the intensity of the development, but it would potentially accommodate a proposed residential development and mixed-use development that would be compatible with the surrounding uses.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the GIS wellhead protection areas layer, there are no wellhead protection areas within the parcel. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The county did not receive a letter from the Historical Resources, Florida Master File. A request was made by the applicant. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction, and technical assistance from the State, in accordance with current regulations.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The applicant stated that wetlands on-site have been identified and delineated. The applicant understands and will comply with the design and permitting processes requirements during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The applicant has stated the development of the site would result in roadways that meet the Escambia County Engineering Manuals Specifications for roadways of which the rights-of-ways would be dedicated to Escambia County. There were no capacity letters from supporting agencies addressing the availability of public services. Any new proposed project will be required to meet the current regulations, as

it relates to the availability of public services to support the requested densities and intensities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2020-02

*Name: Joe Rector / Mullins Agent

*Address: 4 N Jefferson *City, State, Zip: Pcola

Email Address: joe.rector@mullinsllc.net Phone: 850 502 7140

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2020-02

_____ In Favor X Against

*Name: REX JENSON FOR LISA PALMIERI

*Address: 10860 SILVER CREEK *City, State, Zip: PENSACOLA, 32506

Email Address: FEMA4EVER@HOTMAIL.COM Phone: 510-778-3020

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☒ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6,

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA 2020-02

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Rosemary Spaulding

*Address: 1000 Dogtrack Rd *City, State, Zip: _____

Email Address: rosemaryespaulding@gmail.com Phone: 508-415-8131

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6, 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2020-02

*Name: Mark Conner

*Address: 13008 Island Spirit DR Pensacola, FL 32506 *City, State, Zip: _____

Email Address: mark at roweroofing.com Phone: 850-766-6180

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA Ordinance 2020-02

Date: 6/17/2020

Date requested back by: 6/19/2020

Requested by: John C Fisher

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 6/17/2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 25, TOWNSHIP 2S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-2S-31-1303-000-000 TOTALING 88.24(+/-) ACRES, LOCATED ON DOG TRACK ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2020-02."

Section 3. Changes to the 2030 Future Land Use Map

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

(A) A parcel of land which is located within Section 25, Township 2S, Range 31W, parcel number 25-2S-31-1303-000-000 and totaling 88.24 (+/-) acres, located on 951 Dog Track Road, as more particularly described in the Boundary Survey produced by Merrill Parker Shaw, Inc., E. Wayne Parker, a registered Florida land surveyor, dated 03/10/2010, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

THIS SPACE INTENTIONALLY BLANK

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

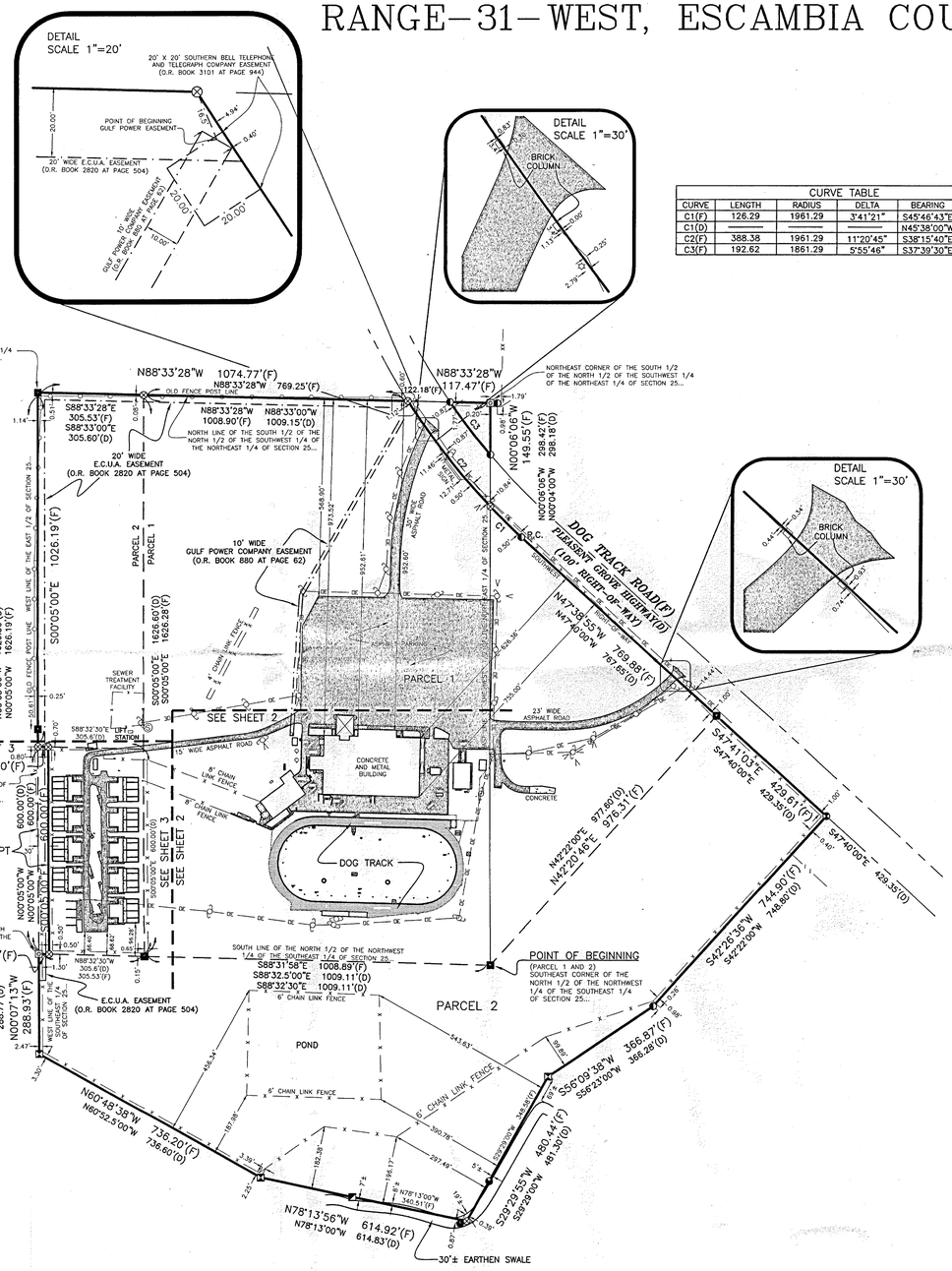
This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 6/17/2020

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

DRAFT

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1(F)	126.29	1961.29	3°41'21"	S45°46'43"E	126.27
C1(D)	———	———	———	N45°38'00"W	129.28
C2(F)	388.38	1961.29	11°20'45"	S38°15'40"E	387.74
C3(F)	192.62	1861.29	5°55'46"	S37°39'30"E	192.54

DESCRIPTION AS FURNISHED:

PARCEL 1

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWEST RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE NORTH 47°40' WEST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 767.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTH 45°38' WEST ALONG A CHORD DISTANCE OF 129.28 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG SAID EAST LINE A DISTANCE OF 298.18 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 88°33' WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.15 FEET TO A POINT BEING A DISTANCE OF 305.6 FEET FROM A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32'30" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING; LESS 100 FOOT RIGHT OF WAY PLEASANT GROVE HIGHWAY CROSSING NEAR THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25.

PARCEL 2

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWEST RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE SOUTH 47°40' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 429.35 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 42°22' WEST A DISTANCE OF 748.8 FEET; THENCE SOUTH 56°23' WEST A DISTANCE OF 366.28 FEET; THENCE SOUTH 29°29' WEST A DISTANCE OF 481.3 FEET; THENCE NORTH 78°13 WEST A DISTANCE OF 614.83 FEET; THENCE NORTH 60°52.5' WEST A DISTANCE OF 736.6 FEET TO A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE NORTH 00°04' WEST ALONG THE SAID WEST LINE A DISTANCE OF 288.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°05: WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°33' EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 514.83 FEET; THENCE SOUTH 29°29' WEST A DISTANCE OF 481.3 FEET; THENCE SOUTH 78°13 WEST A DISTANCE OF 614.83 FEET; THENCE NORTH 60°52.5' WEST A DISTANCE OF 736.6 FEET TO A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE NORTH 00°04' WEST ALONG THE SAID WEST LINE A DISTANCE OF 288.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°05: WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 305.6 FEET; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32.5' EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 00°05' WEST ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 600.00 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88°32'30" EAST, 305.6 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 00°05' EAST, 600.00 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 88°32'30" WEST ALONG SAID SOUTH LINE, 305.6 FEET TO THE POINT OF BEGINNING.

EASEMENT NOTES:

1.) AN EASEMENT IN FAVOR OF GULF POWER COMPANY, AS RECORDED IN OFFICIAL RECORDS BOOK 880 AT PAGE 62 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

2.) AN EASEMENT IN FAVOR OF E.C.U.A., AS RECORDED IN OFFICIAL RECORDS BOOK 2820 AT PAGE 504 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

3.) AN EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, AS RECORDED IN OFFICIAL RECORDS BOOK 3101 AT PAGE 944 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 00 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS PER THE DESCRIPTION AS FURNISHED.

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED, DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.

3. A TITLE COMMITMENT WAS PROVIDED TO MERRILL PARKER SHAW, INC., FROM FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NUMBER 09-0342, DATED MAY 8, 2009, FOR THE SUBJECT PROPERTY. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

7. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

9. THE DESCRIPTION AS FURNISHED OF PARCEL ONE DOES NOT MATHMATICLY CLOSE BY 1.39 FEET.

10. THE DESCRIPTION AS FURNISHED OF PARCEL TWO DOES NOT MATHMATICLY CLOSE BY 3.05 FEET.

DENOTES:

- ⊗ – 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 7092 (FOUND)
- ⊕ – 1/2" CAPPED IRON ROD, NUMBERED 1748 (FOUND)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT WITH IRON PIPE (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, NUMBERED 3578 (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, NUMBERED 736 (FOUND)
- R/W – RIGHT-OF-WAY
- PC – POINT OF CURVATURE
- (D) – DEED INFORMATION
- (F) – FIELD INFORMATION
- OR – OFFICIAL RECORDS
- E.C.U.A. – ESCAMBIA COUNTY (EMERALD COAST) UTILITY AUTHORITY
- Ⓢ – SEWER MANHOLE
- — x — – CHAIN LINK FENCE
- — xx — – WIRE FENCE
- — OE — – OVERHEAD ELECTRIC LINE
- ○ – POWER POLE
- ⋈ – FIRE HYDRANT
- ☼ – LIGHT POLE

CERTIFIED TO:

POARCH BAND OF CREEK INDIANS, PCI GAMING AUTHORITY
CLARK PARTINGTON HART LARRY BOND AND STACKHOUSE
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 3/10/10

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

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NO.	DATE	APPR.	REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4928 N. DAVIS HWY.
PENSACOLA, FL. 32503
PH: (850) 478-4823
FAX: (850) 478-4824
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 200' | DRAWN: AES | CHECKED: EWP | DATE: 03/09/10

FIELD BOOKS: 182, 183, PAGES:1-5, 1-3

FIELD DATE: 2/22/10 - 3/4/10

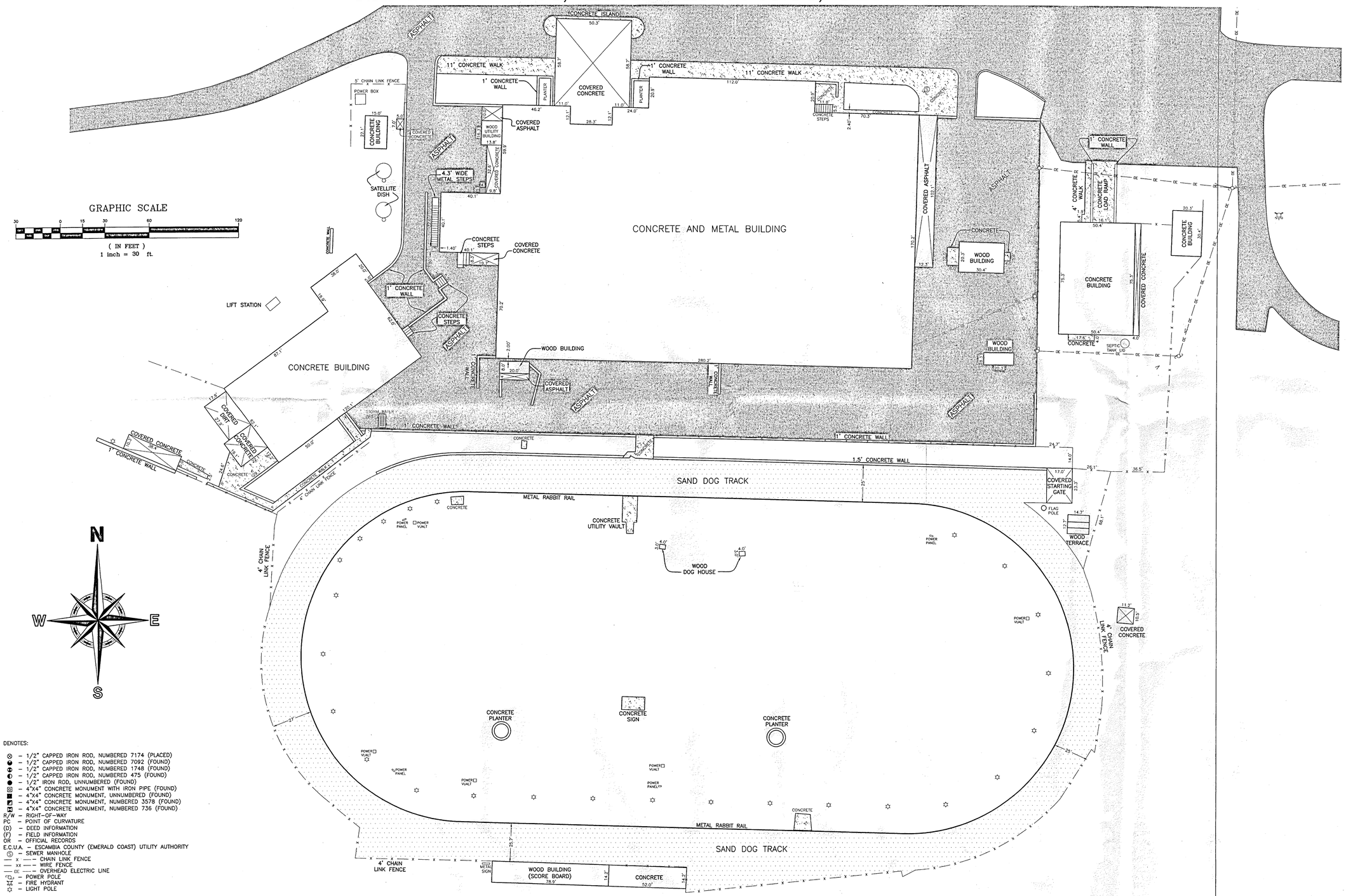
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

JOB NO.	SHEET
10-4295-S-1	1 OF 3

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.



DENOTES:

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- ◒ – 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ▣ – 4"X4" CONCRETE MONUMENT WITH IRON PIPE (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ◪ – 4"X4" CONCRETE MONUMENT, NUMBERED 3578 (FOUND)
- ◪ – 4"X4" CONCRETE MONUMENT, NUMBERED 736 (FOUND)

R/W – RIGHT–OF–WAY
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(D) – DEED INFORMATION
(F) – FIELD INFORMATION
OR – OFFICIAL RECORDS
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PENSACOLA, FL. 32503
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 30' | DRAWN: AES | CHECKED: EWP | DATE: 03/09/10

FIELD DATE: 2/22/10 – 3/4/10 FIELD BOOKS: 182, 183, PAGES: 1–5, 1–3

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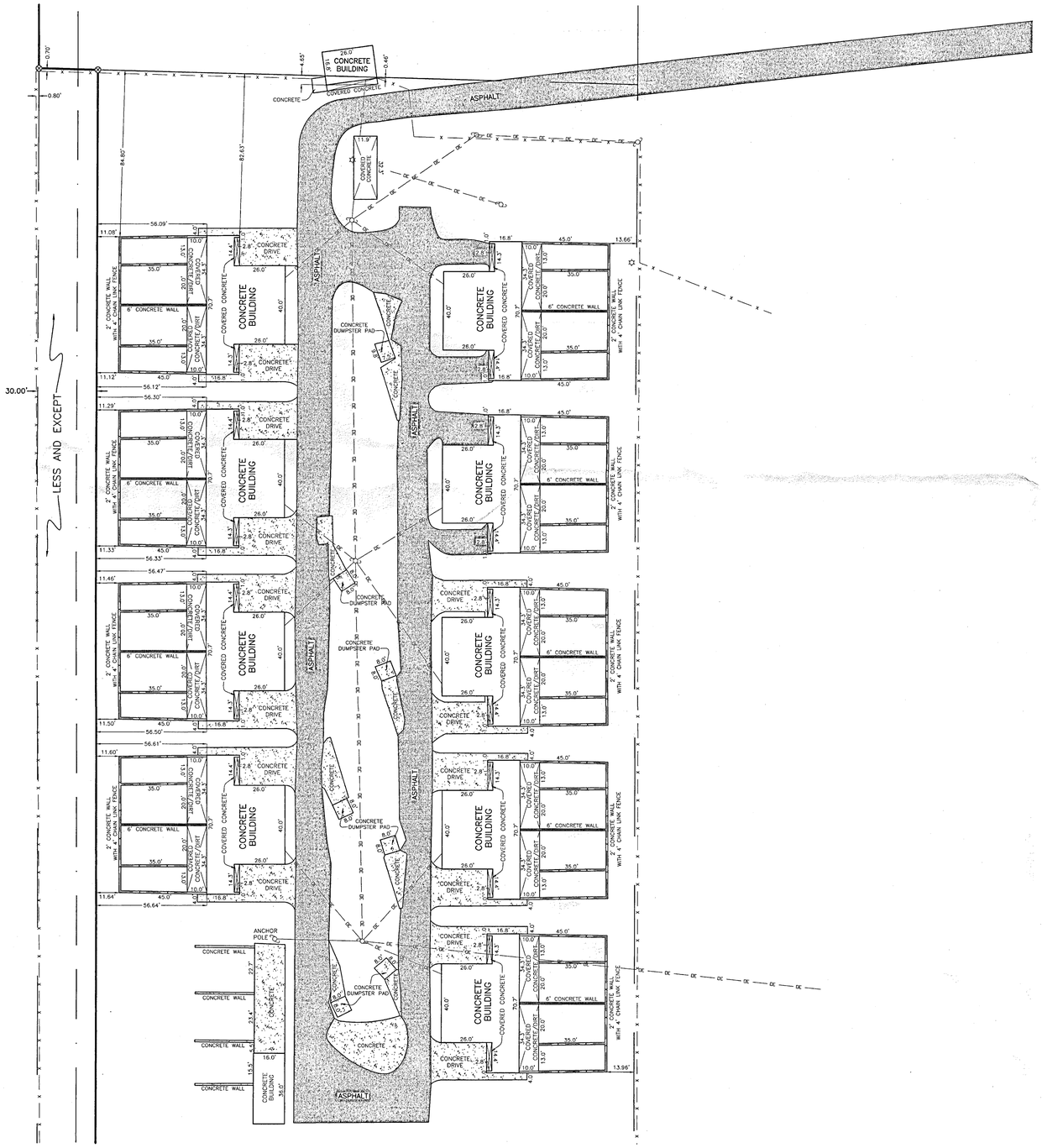
OF A PORTION OF SECTION 25, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

JOB NO.	SHEET
10–4295 –S–1	2 OF 3

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

JOB NO.	SHEET
10-4295-S-1	3 OF 3

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18260 **Growth Management Report 12. 7.**
BCC Regular Meeting
Meeting Date: 08/06/2020
Issue: Review of Rezoning Case Heard by the Planning Board on June 1, 2020
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on June 1, 2020

That the Board take the following action concerning the rezoning case heard by the Planning Board on June 1, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2020-03 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2020-03**
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Robert Michelson, Clair Sowers, Larry Downs, Jr.

BACKGROUND:

The above case was owner initiated and heard at the June 1, 2020, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The case under review was presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2020-03

Z-2020-03

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-03
Applicant: Tom Hammond, Agent for Forrest Homes and Steele Construction, Inc., Owner

Address: 5250 Blue Angel Parkway
Property Size: 7.66 +/- acres
From: LDR, Low Density Residential 4 du/acre

To: MDR, Medium Density Residential 10 du/acre

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of June 2020, commencing at approximately 8:45 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
JAY INGWELL — At District 1
TIM PYLE, Vice Chairman — District 2
ERIC FEARS — District 4
GARY SAMMONS — At-Large
WALKER WILSON — District 3
REID RUSHING — At-Large
STEPHEN OPALENIK — Navy Representative
PATTY HIGHTOWER — School Board

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
JUAN LEMOS
ALLYSON LINDSAY
ANDREW HOLMER
KAYLA MEADOR

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P R O C E E D I N G S

THE CHAIRMAN: I will hereby call to order the Planning Board quasi-judicial hearing for June 1, 2020.

At this time, I d ask you to stand for the Pledge of Allegience.

Pledge of Allegience recited.

THE CHAIRMAN: Thank you.

Good morning, everyone. Obviously, just basing -- and the room facility here is set up for Covid-19 spread prevention. We appreciate the staff taking time to get us all set up here.

I would ask everyone at this time to please turn off electronic devices or at least put them on silent so we don t interrupt the meeting.

Staff members, at this time do we have proof of publication of the hearing?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Did that publication meet all of the legal requirements?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Chair will entertain a motion to waive the reading of the legal.

MR. FEARS: So moved.
MR. SAMMONS: Second.
THE CHAIRMAN: Motion and a second.
All those in favor, say "aye."
Chorus of "ayes."
THE CHAIRMAN: Opposed?
No response.
THE CHAIRMAN: Motion carries.
MR. JONES: Mr. Briske, I do want to let the public know . . .
THE CHAIRMAN: Turn your microphone on.
MR. JONES: . . . that if anyone -- if anyone of the public want a mask -- it s not required -- we do have masks available for those who may wish to have one during this. They are available, for the Covid, as well.
THE CHAIRMAN: Okay.
MR. JONES: And the Planning Board members.
THE CHAIRMAN: Okay. Another note is, typically these meetings are live-streamed, as well as recorded.
They re having some network issues today, so the meeting will not be live-streamed. However, it is being recorded, and it will be on

the county Web site later today, but it s not being live-streamed as it has been in some instances. Okay.
Let s go to approval of our previous minutes. The rezoning meeting minutes for the previous meeting have been provided to the board members.
Are there additions, deletions, or corrections?
MS. MEADOR: It was just on the regular.
THE CHAIRMAN: On the regular.
MS. MEADOR: Because there wasn t a rezoning.
THE CHAIRMAN: Okay. Hearing none, the Chair will entertain a motion to accept.
MR. SAMMONS: So moved.
THE CHAIRMAN: Motion.
Do we have a second?
MR. FEARS: Second.
THE CHAIRMAN: Second.
All those in favor say "aye."
Chorus of "ayes."
THE CHAIRMAN: Opposed?
No response.
THE CHAIRMAN: Motion carries.

The rezoning hearing package and the findings of facts have previously been provided to all Planning Board members.
The Chair will now entertain a motion to accept the rezoning hearing package with the findings of facts and the legal advertisements into evidence.
Do we have a motion?
MR. FEARS: So moved.
THE CHAIRMAN: Motion.
Second?
MR. SAMMONS: Second.
THE CHAIRMAN: Second.
All those in favor, say "aye."
Chorus of "ayes."
THE CHAIRMAN: Opposed?
No response.
THE CHAIRMAN: Motion carries.
Please note the rezoning hearing package with the findings of facts and the legal advertisements will be marked and included on the record for all of today s cases.
At this time we ll ask our court reporter Dave to please swear in the members of the staff that will be testifying.

All staff members were sworn.
THE CHAIRMAN: Thank you, sir.
Board members, you have previously qualified these staff members to offer expert testimony in the area of land use and planning.
Do any of you have questions regarding their qualifications or their ability to offer this expert testimony?
No response.
THE CHAIRMAN: Hearing none, the board will recognize these individuals as experts in the area of land use and planning.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.
These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law. However, it is less formal.
All testimony will be given under oath. And anyone testifying before the Planning Board may be subject to cross-examination. All documents and exhibits that the Planning Board considers will be entered into evidence and made

part of the record.

Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the records.

Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.

Each individual who wishes to speak in front of the Planning Board must complete a speaker request form. They re located at the back of the chambers. You will not be allowed to speak unless you have completed one of these forms.

Please also note that only individuals who speak before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners. No new evidence can be presented to the BCC meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the BCC. They will then review the testimony, documents, exhibits, consider the closing

arguments, and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date that the BCC either approves or rejects the recommended order from the Planning Board.

All written or oral communications outside of the hearing with members of the Planning Board is considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law, and must be disclosed as provided in BCC resolution 96-13.

As each case is heard, the Chair will ask that the board member -- if you ve been involved in any ex parte communication, please identify yourself and describe the communication.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board s recommendation to the BCC shall consider the following five approval conditions. These approval conditions, the applicant has the burden of providing substantial, competent evidence to the reviewing board that established that the requested zoning district would

contribute to or result in logical and orderly development patterns.

The appropriate surrounding area within which the the uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for the mailed notifications.

A logical and orderly pattern shall require demonstration of each of the following conditions.

The first one is, consistent with the Comprehensive Plan. The proposed zoning is consistent with the future land-use category as described in the Land Development Code Chapter 3 and with all other applicable goals, objectives, and policies of that Comprehensive Plan.

If the rezoning is required to properly enact a proposed FLU amendment, it must be transmitted to the state agency for review. The proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Next one is, consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions

prescribed by the proposed district in the chapter.

Compatibility with surroundings. All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning application, are compatible. This is defined in Chapter 6.

These uses of any surrounding, undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses.

Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residences or activities that are protected under fair housing laws.

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts or the differences with those districts would be minor or sufficiently limited.

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The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balance of interest between the isolated district and the adjoining lands.

Appropriate with change or changing conditions. If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public s interest to allow new uses, densities or intensities throughout that area of the rezoning, and the permitted uses of the proposed district are appropriate and not premature for the area or likely to contribute to urban sprawl.

At the beginning of each case, as long as there are no objections from the applicant, we will allow the staff to briefly present location, zoning maps, and photographs of the property.

Next, we will hear from the applicant and any witnesses they may wish to call.

Then we will hear from the staff and any witnesses that they may wish to call.

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Finally, we will hear from anyone who has completed a speaker request form and wishes to speak on the case.

We have two cases on our agenda today. And we re going to just jump right into them.

The first case is Case 2020-03. Tom Hammond is the agent for Forrest Homes and Steele Construction, the owner, 5250 Blue Angel Parkway, 7.66 plus-minus acres, from low-density residential to medium-density residential.

Members of the Board, at this time I ll ask you if there s been any ex parte communication between you, the applicant, agents, attorneys, witnesses or fellow Planning Board members.

I ll also ask if you have visited the subject property. And please disclose if you are a relative or business associate to any of the parties. At this time, Patty, we ll start with you. Good morning.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: All right.

MS. HIGHTOWER: I know the mic isn t on, but I don t need it. I m loud.

MR. FEARS: No to all.

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THE CHAIRMAN: All right.

Chairman, no to all.

MR. SAMMONS: No to all.

MR. WILSON: No to all.

THE CHAIRMAN: Thank you.

On this case, staff, was notice of the hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was it also properly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Mr. Hammond, any objections to the maps and photography being presented first?

MR. HAMMOND: No, sir.

THE CHAIRMAN: Okay. He s indicated no. We ll ask the staff to present that information, please.

MS. LINDSAY: Good morning.

THE CHAIRMAN: Good morning.

MS. LINDSAY: Allyson Lindsay, Development Services Planner.

Okay. So this is the location map showing the location at 5220 Blue Angel.

This is the zoning map, showing the LDR

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and the surrounding parcels.

This is the future land-use mixed-use suburban with the surrounding of the same.

This is the existing land use of the property and the surrounding area of the properties.

This is the aerial photography of the site.

This is the public hearing sign posted on site.

This is looking into the subject property.

And this is another view into the property. I tried to get a little bit further back into the property to show the parcel.

This is looking across Blue Angel Parkway from the subject property, which I believe that is a mobile home park down that drive, and a single family right up front.

This is looking south along Blue Angel from the subject property.

This is looking north along Blue Angel from the subject property.

And that s the maps and photography.

THE CHAIRMAN: Okay. Thank you.

Board members, any questions on the maps

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or photography at this time?
No response.
THE CHAIRMAN: All right. Mr. Hammond, if you ll come forward, please, and be sworn in.

TOM HAMMOND, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir. If you ll please state your name and address for the record.
MR. HAMMOND: Good morning. My name is Tom Hammond, Hammond Engineering, 3802 North S Street.
THE CHAIRMAN: Thank you, sir.
Do you understand that you have the burden of providing substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of that plan, and is not in conflict with the county s Land Development Code?
MR. HAMMOND: Yes, sir.
THE CHAIRMAN: All right. Please proceed, sir.

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MR. HAMMOND: Okay. The wish is to develop this property into single-family residences subdivision.
We re requesting to go from LDR to MDR with this rezoning. Nothing else can be done in there, same as LDR.
As far as the findings, I m in total agreement with staff findings. So I can walk you through it, and then they can walk you through it, or I will just say, hey, we can listen to their findings. I agree with them 100 percent.
THE CHAIRMAN: Okay.
MR. HAMMOND: I know there s some people here who s going to have questions, and I ll be happy to answer them.
THE CHAIRMAN: Yes. Because we have speakers, we can t do an expedited.
MR. HAMMOND: Okay.
THE CHAIRMAN: You know.
MR. HAMMOND: All right.
THE CHAIRMAN: But if you re in agreement with their findings, you accept that, that s fine.
MR. HAMMOND: Okay.

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THE CHAIRMAN: Okay. All right. We ll let the staff present. And then you can come back up with additional statements.
MR. HAMMOND: Yes, sir.
THE CHAIRMAN: Okay.
MS. LINDSAY: Good morning.
THE CHAIRMAN: Good morning.
MS. LINDSAY: Okay. This is the rezoning Z-2020-03, 5250 Blue Angel Parkway, requesting rezoning from LDR to MDR.
So the first criteria, Comprehensive Plan, the proposed amendment to MDR. It is consistent with the intent and purpose of the mixed-use suburban. Mixed-used suburban does allow for residential and some nonresidential uses.
Criterion B, consistent with the Land Development Code. The subject property is consistent with the intent and purpose of the Land Development Code.
The site consisted of two parcels which have been combined by the property appraisers. And the request to create one property totaling 6 -- sorry -- 7.66 plus or minus acres.
The property is surrounded by low-density residential zoning, with MDR across Blue Angel

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into the west with individual lots, as well as there s subdivisions, Yorkshire Subdivision.
The medium-density zoning would allow for single-family dwellings, one per lot.
In this case, no multifamily apartments or retail sales or services are allowed, which states the allowances are permitted as the previous zoning if the previous zoning was R3 or V4 prior to the adoption of this and the previous zoning in question was RR. So it will only be single-family.
Compatible with the surrounding uses. The surrounding uses are residential. Whether they re going from LDR to MDR, they are still compatible with the existing residential in the area.
So with Criterion D, the request to MDR by definition would be spot zoning because they talk about the contiguous properties, but, however, due to the constraints of the previous zoning, the permitted uses for MDR would be very similar to the LDR.
The major differences are in the site and building requirements, the MDR zoning allows for 10 dwelling units per acre and the LDR 4

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dwelling units per acre. And there s a lot difference. The lot-width difference of 50 feet for MDR or single-family versus the 60 feet for LDR.

Criterion E, appropriate with changed conditions. The land uses or development conditions within the existing areas, they have not changed.

So we feel that the case does meet, as far as changing from the low-density residential to medium-density residential. It is staying pretty similar with the uses for all residential.

And that s all the staff findings.

THE CHAIRMAN: Okay. Board members, any questions on the staff s findings?

No response.

THE CHAIRMAN: Good morning.

MR. RUSHING: Good morning.

Okay, Reid. We are already into our first case here, Case Z-2020-03.

Let the record reflect that Reid Rushing has joined the meeting.

Mr. Rushing, have you had any ex parte communication with the applicants, agents,

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attorneys, witnesses, fellow Planning Board members? Have you visited the site, and are you a relative or business associate of any of the parties?

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you, sir.

Does that meet the standard, Kia, for bringing him into the meeting halfway through?

MS. JOHNSON: Yes, it does.

THE CHAIRMAN: Have you received a copy of the findings and reviewed them before the meeting?

MR. RUSHING: Yes, sir.

THE CHAIRMAN: Okay. Thank you, sir.

Okay. At this time, Mr. Hammond, did you have something you wanted to add before we go to public comment?

MR. HAMMOND: Yes, sir, please.

I want to just make a statement, clarification on zoning.

Yes, it says you can do 4 units per acre now and you can do 10 units per acre if you agree. That s a 250 percent increase.

But if you think about the math on the ground, a 60-foot lot I can put in now, go 300

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feet, it s 5 lots.

If you let me go to 50 foot, go 300 feet, 6 lots. That s a 20 percent increase, not 250 percent increase in density, that what you can actually build on the site.

THE CHAIRMAN: Yes, sir. Thanks for that clarification.

Members of the public who wish to speak on this matter, please note that the Planning Board bases its decision on the approval conditions as described in Section 2-7.2 of the Land Development Code.

During our deliberations, the Planning Board does not consider general statements of support or opposition. Accordingly, we ask you to please limit your testimony to the approval conditions and exceptions described in 2-7.2.

Please also note that only individuals who are here today and give testimony on the record will be allowed to speak at the subsequent BCC meeting.

And, Kayla, if you could bring up the conditions on the screen so that it gives everyone a guide to what we can consider.

Our first speaker is Robert Michelson.

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Good morning, sir. Can you come forward. If you ll be sworn in, and then please state your name and address for the record.

- - -

ROBERT MICHELSON, upon being duly sworn, was examined and testified as follows:

- - -

MR. MICHELSON: Name, Robert Michelson, M-i-c-h-e-l-s-o-n, 5706 Perkins Street 320 -- 32526.

THE CHAIRMAN: Thank you, sir. Good morning.

MR. MICHELSON: Good morning.

I just have a few questions about the -- if there s -- if this is going to have a through street from Blue Angel. And I don t know what -- if there s a street on the eastbound side, is it going to be a through street? And if so, what street is there that it would connect to?

THE CHAIRMAN: Okay.

MR. MICHELSON: Reason being is traffic on Blue Angel Parkway at certain times of the day is very -- very heavy. And if it s just landlocked, means all traffic would have to come

out onto Blue Angel Parkway. So I would like to know if there s another outlet on the other side of the existing property.

THE CHAIRMAN: Okay. Now, the applicant is certainly welcome to explain what his proposed plan is --

Mr. Ingwell is now present.

THE CHAIRMAN: I m sorry.

-- what his proposed plan is.

During this meeting we don t consider the actual site plan or the development process.

We ll let Horace explain the development review process. But let me go ahead and get Jay on here.

Good morning.

MR. INGWELL: Apologize.

THE CHAIRMAN: That s okay.

MR. INGWELL: Stuck in the entire line in the camp.

THE CHAIRMAN: All right. Jay, we have already started Case 2020-03. Agent is Tom Hammond for Forrest Homes and Steele.

And I would ask the ex parte questions. Have you had any ex parte communication with the agent, applicants, witnesses? Have you visited

the site, and are you a relative or business associate for any of the parties?

MR. INGWELL: No to all.

THE CHAIRMAN: All right. Thank you.

And you ve received a copy of the staff s findings prior to the meeting?

MR. INGWELL: I ve downloaded the case file.

THE CHAIRMAN: Okay. Just wanted to make sure you had the background information on it.

MR. INGWELL: Yes.

THE CHAIRMAN: Okay. This is our first speaker, Jay, Mr. Michelson, and he s asking some questions about the actual design of the property.

Horace, I d like for you to please explain the development review process and how that works.

MR. JONES: Yes, sir.

Thank you, Chairman. Good morning to all.

Yes, sir. This process, if it is approved, they make recommendation very quickly. The Planning Board makes a recommendation. The BCC, they have the final authority.

After that, there will be what we call a

development review process where we ll take their plans. And they ve got to come before my access management people, my stormwater people, planning, processing people. Everyone will look at what they re proposing. It can only be a subdivision only.

Now, as far as -- and the engineer of record is here. And he can correct me if I need to be corrected on some things.

As far as North Blue Angel Parkway, that is a state road. That s strictly controlled by FDOT, not us.

MR. MICHELSON: Right.

MR. JONES: So they will make a determination on entrances and turn lanes, if that s even required.

Now, it appears that from that parcel, if you look at that map, the map on the screen, it appears that the only access, ingress and egress, would be from North Blue Angel Parkway, because of the -- because of the configuration and the shape of the lot.

Now, you do see a little slither of like a little tail or something, a little leg off of Perkins.

I can tell you right now that more than likely I don t think they re going to propose any access through that because it s going to be very difficult for that to even be done, completely.

You see, it s adjacent to a house and coming through a subdivision. So I don t really think that they are going to propose that. That would be a -- that would be very, very constraining for them to do that.

So it appears that the only way in and out would be off of Blue Angel Parkway. But, again, that is strictly controlled by FDOT.

MR. MICHELSON: Right.

MR. JONES: And they will regulate that, about the regulations, to the engineer of record on what they need to do. So it appears to be --

MR. MICHELSON: Okay.

MR. JONES: -- that.

MR. MICHELSON: That answers the question, that there s no other outlet.

MR. JONES: Yes, sir. Yes, sir. Yeah. I don t think there s going to be any other access.

MR. MICHELSON: Because the street Muldoon

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runs somewhat parallel to Blue Angel Parkway at that particular area.
MR. JONES: Yes, sir.
MR. MICHELSON: Okay? And what I -- without -- on this map, it does not give any real definition --
MR. JONES: Yes.
MR. MICHELSON: -- except Blue Angel Parkway.
MR. JONES: Yes, sir.
MR. MICHELSON: And Perkins Street.
MR. JONES: Yes, sir.
MR. MICHELSON: And the lots, you know, that are -- the size of the lots on Perkins Street, including the ones on the east side, Blue Angel, and the west side are large. Okay?
And now they've just built some houses down near Muldoon -- on Muldoon. And those properties are so concise, they're so close together, that to me -- you know, the reason I moved into that particular area was size of the lot, you know, to have my room.
Okay. And if it goes from, say, 4 to 10, the multiplication of, let's say, two cars per household will be -- and if it's 10 units per

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acre, you're talking about 140 cars.
MR. JONES: Right.
MR. MICHELSON: You know?
MR. JONES: Yes, sir.
MR. MICHELSON: So not against any building. Okay? I'm not against that. The man's got a right to put houses on the property.
But to be inconsistent with the properties around it, you know, it kind of intensifies the whole area.
MR. JONES: Yes, sir.
MR. MICHELSON: Okay?
MR. JONES: And you're correct on that. There will be -- there will be potential for more traffic. Of course. Any type of subdivision, that's obvious, but --
MR. MICHELSON: Well, that is.
MR. JONES: Yes, sir. Yes, sir. But with the -- but with the constraint of the lot, and once you start putting in all of that infrastructure, the roads, the holding ponds, there's no way you're going to get that 10 there, that 10 dwelling units.
And as Mr. Hammond stated, basically it's probably going to be more just one lot more

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increase.
But all of those things would clearly be looked at as far as the site during the site plan review process.
I wish we -- again, we would -- we do not have any say-so or control when it comes to North Blue Angel. That's strictly FDOT.
MR. MICHELSON: Oh, that's understood.
MR. JONES: Yes, sir.
MR. MICHELSON: Okay?
MR. JONES: Yes, sir.
MR. MICHELSON: I understand that completely.
But, also, the assessment value of properties around that existing property, will it help increase? Will it stabilize or will it decrease other properties that are in that -- that area?
MR. JONES: All those things, they will be the concerns of the property assessor, their regulations, their rules and their procedures. And they will have to evaluate that when it comes time. We just don't have any -- any knowledge --
MR. MICHELSON: Yes.

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THE CHAIRMAN: -- on whether it will increase or decrease. That's strictly beyond our purview.
MR. MICHELSON: Right. Well, this -- I came to this meeting for information, basically --
MR. JONES: Yes, sir. Yes, sir.
MR. MICHELSON: -- to find out what direction this might go.
MR. JONES: Yes, sir.
MR. MICHELSON: And my concern would be the amount of traffic added to the traffic that's already in the area.
MR. JONES: Yes, sir.
MR. MICHELSON: Unless the state does something about Blue Angel, you know --
THE CHAIRMAN: Mr. Michelson --
MR. MICHELSON: -- which you have no control on.
THE CHAIRMAN: Those are very valid concerns.
MR. JONES: Yes, sir.
THE CHAIRMAN: And they will be looked at --
MR. JONES: Yes sir..

THE CHAIRMAN: -- when it comes to that step.

It s a little confusing the way this works, but this step that we re in now, the rezoning . . . Kayla, if you ll bring up those criteria that are on the board. We only are allowed to consider those criteria that s on the board.

MR. MICHELSON: Okay.

THE CHAIRMAN: The next committee that they go to, which would be the development review process, considers all those things that you re looking at, so -- and those meetings are available to the public as well. So . . .

MR. MICHELSON: Right.

The thing is, though, if you approve right here to go to a higher level of density, will that, you know, carry on through all the others? Will that be the -- let s say the law of what happens that goes through all the process?

THE CHAIRMAN: If the board --

MR. MICHELSON: If you make that decision here to go from 4 to 10 or anything in between, that will -- that can t change?

THE CHAIRMAN: That would be the zoning.

MR. MICHELSON: That would be the zoning.

THE CHAIRMAN: And then it would go -- they would have to present an actual --

MR. JONES: Site plan.

THE CHAIRMAN: -- site plan drawings from an engineer as to what they re proposing to build. And then the very in-depth process of traffic, stormwater, utilities, emergency access.

MR. MICHELSON: The infrastructure.

THE CHAIRMAN: All of that goes through the next step.

So, at this point, they show consistency with the criteria that we look at.

MR. MICHELSON: Mm-hmm.

THE CHAIRMAN: But there might be some requirements at the next level.

MR. JONES: Yes, sir.

And if I may, Mr. Briske, the subdivision review process is very, very, very complex. It s very complex. It s very detailed.

But our staff, along with the engineer of record, developer, we will look at those things heavily to try to minimize, if there would be any impacts, on the surrounding properties.

It s very, very detailed. Very, very complex.

And when you come in -- if you want to stay abreast on where we are in the process, we ll be glad to let you know -- once they submit some plans and things to us, preliminarily, all that is public record. You can be involved from that point on, if the board decides to approve this rezoning case.

But it does -- from my staff perspective, it does meet all of the criteria that we have to look at at this point in the game.

MR. MICHELSON: Okay. All right. That gives me --

MR. JONES: Yes, sir.

MR. MICHELSON: -- pretty much the basis of my concerns.

MR. JONES: Yes, sir.

MR. MICHELSON: Okay?

THE CHAIRMAN: Thank you, sir.

MR. MICHELSON: I thank you for your time.

THE CHAIRMAN: Thank you, sir.

And Mr. Michelson has indicated he would like to have follow-up mail on this subject, Horace, so it s noted on the form.

MR. JONES: Yes. Yes.

THE CHAIRMAN: Our next speaker is Claire Sowers.

Good morning. Please be sworn in.

- - -

CLAIR SOWERS, upon being duly sworn, was examined and testified as follows:

- - -

MR. SOWERS: My name is Clair Sowers. I m the co-owner of the property on the east end of the property proposed. And I own about four acres behind that there.

My driveway is that big red line coming off of Perkins Street coming back up to my front door.

THE CHAIRMAN: Bring the map back up so he can show us where he s at. I m sorry, sir.

MR. SOWERS: That double red line at the -- there, right there. That s my driveway coming into my house.

And that lot right next door is my neighbor back here, that one you got the arrow pointed at.

But my lot is these two big ones coming off the . . . come down some more. Right. All that right back in there is mine.

THE CHAIRMAN: Okay. So where that red strip is, is that a deeded easement into your property? Is that what it is?

MR. SOWERS: That s the deeded.

We have -- my father-in-law, which has passed away, he took that property over years ago. There used to be a dirt road through there 50, 60 years ago.

THE CHAIRMAN: Okay.

MR. SOWERS: And he bought that property back there. He used to farm it. And the reason why we ended up taking it is because of the low density, and, you know, the people that -- this side, they have animals and stuff. I got animals.

THE CHAIRMAN: Okay.

MR. SOWERS: But anyway, I was just concerned that my driveway is not going to be used for no exit or entry into that property.

THE CHAIRMAN: Okay.

MR. SOWERS: Because my front door is actually only about 20 feet from where that -- where the side of my garage is next to that -- that -- that small section of the red line where the driveway part ends, there s only about 200

feet there.

And my house is right up to where -- and all those big trees right there? Those are all big trees. And I m concerned about losing them because they shade my house.

And that was one of the reasons why I liked the property, too, because I keep my property well-groomed, and I don t want to lose those trees back in there.

So there s a few things that I m interested about that I want to be -- readdressed at the next meeting, that I don t have to keep repeating, because I know that s going to have to be answered later down the road.

I m just concerned about how far they re going to tuck up right behind it, because the back of that property would only be about 20 feet from my garage.

THE CHAIRMAN: And the agent can speak to this if he wishes to, but when it gets ready to go to the development process through the county . . .

MR. SOWERS: Mm-hmm.

THE CHAIRMAN: . . . they will have to

present drawings, engineered drawings --

MR. SOWERS: Okay.

THE CHAIRMAN: . . . of what they re proposing on the property. You ll have an opportunity to review it at that time and --

MR. SOWERS: Okay.

THE CHAIRMAN: -- have comments because that s a public process as well.

MR. SOWERS: Well, that was -- just confirming what the gentleman before me, you know, the density problem. You know, getting in and out of Blue Angel is a problem already.

Sometimes we gotta sit there six, seven minutes on Perkins Street to get out, you know, during the early morning? And the afternoon, it is a bear. So there s going to have to be some turning lanes put in there or a traffic light. But we ll talk about that at the next meeting, but . . .

THE CHAIRMAN: Yes, sir.

MR. SOWERS: . . . it s going to make it real difficult.

And we have a lot of accidents down there at Cerny Road where that curve breaks back through there. People trying to get out of

Cerny at that dip and the curve? So that needs to be looked at, too, so . . .

THE CHAIRMAN: Mr. Sowers, I think Mr. Sammons has a question.

MR. SAMMONS: I just want to clarify. You said your father-in-law -- I believe you said your father-in-law --

MR. SOWERS: Buddy Matheny.

MR. SAMMONS: -- took over that property?

MR. SOWERS: Buddy Matheny. He built that house that I bought from him.

THE CHAIRMAN: Okay. Now, are you saying he took over that piece of property that s in between those two red lines, or --

MR. SOWERS: That fence has been -- that fence between --

MR. SAMMONS: I mean, what does that mean, "took over the property"?

MR. SOWERS: It used to be -- yes. It was -- used to be a little dirt road through there years and years and years ago. And that fence has been up there for 50, 60 years.

Now, he s dead and gone. And I ve maintained this property for the last 30 years. I ve rented it before. And I actually rented it

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to own when we started renting it.
And we've been there since the early 90s. And so that's the reason why I purchased the property from him because it was -- it was low-density, and I've got animals, dogs. And my property is fenced completely in. And I keep any gates closed, and my dogs can't get out.
THE CHAIRMAN: Mr. Sowers, is that strip of property the only access to your parcel?
MR. SOWERS: That's the only access. I don't have no frontage at all, zero. I got a driveway.
THE CHAIRMAN: Okay.
MR. SOWERS: So I have to actually use my neighbor's front of her property so I can set my garbage cans out so that they can pick up. Then the garbage trucks pull in, and they back into my driveway to turn around a lot of times, which they do damage to some of my driveway stuff there when they turn around on ECUA trucks.
And, you know, I don't mind it. If they do damage, then I want to -- you know, I want them to repair or whatever, you know. But they got them big, heavy trucks with them dual wheels.

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And if they get off the side of the driveway, then they make ruts through there. And I've got water lines that's going through there. And my water meter is right there, and they come right close to it, but . . .
THE CHAIRMAN: Yes, sir. And, like I said --
MR. SAMMONS: I'm still --
THE CHAIRMAN: Go ahead.
MR. SAMMONS: I'm still confused. I need to understand. You do believe you own it.
MR. SOWERS: We own it.
MR. SAMMONS: Okay.
MR. SOWERS: We've had that fence up there -- it was before I even . . . it's been there -- Buddy Matheny put all that fence up all the way around that property, other than a section of fence which is on the south side.
THE CHAIRMAN: Okay. I think we're starting to get into some things that might be a deeded easement or prescribed easement across the property. I don't know that we're sticking to our criteria that we need to consider.
MR. SOWERS: Yeah.
THE CHAIRMAN: Do we have verification

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that the red outline is the actual parcel that the owner has?
MR. JONES: According to -- according to the Chris Jones Property Appraiser's Office, the boundary survey is saying that that little strip is owned by Forrest Homes and Steele Construction Company.
MR. SOWERS: You're talking about -- you're talking about this strip right here, which comes off of Perkins Street and down to here. This is my house right in -- right in there.
MR. JONES: Yes, sir.
MR. SOWERS: That is -- that my house right in there.
MR. JONES: Yes, sir. Yes, sir. Yes, sir. That is what the records are showing from -- from -- we get our information from the survey. That is what our records are definitely showing.
MR. SOWERS: That ain't their property.
Now, we're going to have a fight over that because I've been there for 30-some years. And Buddy Matheny owned that. When he built that house, it was 1960s. And that property was no

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longer -- when they -- when they closed off the old dirt road back there -- and I've got -- Mr. Cox that lives across from there, he had been there since the beginning of a lot of this.
And Jim's Tree Service used to own the lot that you're trying to rezone now. And, see, he was trying to get access through my property to come in the back side of that property for the last 10 or 15 years. That ain't going to happen.
MR. JONES: Understood.
THE CHAIRMAN: I'd like to ask a question of our board attorney, Kia. Good morning.
MS. JOHNSON: Good morning.
THE CHAIRMAN: Obviously, we have a disagreement of ownership of a portion of this property.
Does that play into our consideration for this hearing?
MS. JOHNSON: It does not, not for this hearing. We're going by what we usually go by, which is the Escambia County Property Appraiser records.
I mean, if there is a dispute as to the property, that would be a private civil action

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that I can t provide legal advice on.
But the current records as of today show that the construction company owns that tail of land.
THE CHAIRMAN: Okay.
MR. SOWERS: I ve maintained it for 30 years. And, you know, the neighbor -- my neighbor back there in the back, Dusty, she owns the house right next door to me. And that means that --
THE CHAIRMAN: Sir --
MR. SOWERS: -- if that ends up being traffic area there, that ain t going to work.
THE CHAIRMAN: We re certainly not saying -- giving you any kind of legal advice. You may have some rights under an easement, a deeded easement or prescribed easement or other to that property.
MR. SOWERS: Mm-hmm.
THE CHAIRMAN: According to the records that the county has, it s actually owned by this parcel.
But that doesn t always mean that you don t have the right to use it. There are deeded easements and prescribed easements.

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But I m not an attorney. I can t give you any legal advice, but that would be something that you would have to look into, as far as on your property deed what rights do you have, as far as to use adjoining properties and everything.
Now, if your parcel shows that you have ownership of that, then obviously we would need to know that, that it shows you have ownership, but --
MR. SOWERS: Well, you guys is --
THE CHAIRMAN: -- to be able to use something and ownership are two different issues in some cases, so . . .
MR. SOWERS: Right.
THE CHAIRMAN: Go ahead.
MR. SOWERS: I guess I m going to have to do some more research on it. And I guess I ll have to hire a lawyer to research all of this, I guess is what it sounds like because that s what it sounds like they re wanting to do is they want to make a loop through there is what it sounds like to me.
THE CHAIRMAN: Well, I don t know --
MR. SOWERS: But that s just my opinion.

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THE CHAIRMAN: -- that the agent has said that. We ll let him speak for himself.
MR. SOWERS: All right.
THE CHAIRMAN: He may be able to clarify this, you know, when he gets back up.
Tom, do you want to -- he ll give an explanation.
MR. SOWERS: And the other thing I was concerned about, too, is all of our properties back in there, Mr. Cease and all them down through, the Flowers, and all them, all the way up that street up there, those are all large lots.
And most of the properties are worth 200-plus thousand. I want to make sure that, you know, our property values ain t going to drop. And the owners on this -- this side over here on Cerny Road, they have cattle, horses, goats, and everything down that whole side of this -- of their property up to that -- up to that pit.
THE CHAIRMAN: Yes, sir.
MR. SOWERS: There s a big, deep pit back in there.
THE CHAIRMAN: And the valuation of the

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properties is not one of the criteria, plus or minus, that this board can review.
MR. SOWERS: All right.
THE CHAIRMAN: As I said, we have a very limited thing that we can look at, which is those five criteria.
MR. SOWERS: Yeah.
THE CHAIRMAN: If it s within those five criteria, then it goes to the next stage. And, obviously, if there s a dispute over the ownership of the land --
MR. SOWERS: Then I ll get -- I ll be able to get a copy of the records that --
THE CHAIRMAN: Absolutely.
MR. SOWERS: -- you talked about today?
THE CHAIRMAN: Yes, sir.
MR. JONES: Absolutely.
MR. SOWERS: That s the main thing, because I want to be able to have my two cents put in with it.
THE CHAIRMAN: It s being recorded verbatim and recorded both --
MR. SOWERS: Okay.
THE CHAIRMAN: -- video and audio of the meeting today, yes, sir.

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MR. SOWERS: All right.
MR. JONES: So, Mr. Briske, and if you want to copy everything that we have in our system, which is a copy of that survey, it s right there.
MR. SOWERS: Right. All right.
This thing came to us about three weeks ago is when we first got this.
And, you know, it doesn t really tell you much of anything, other than going from low density to medium density.
THE CHAIRMAN: Yes, sir.
MR. SOWERS: And all of us purchased back up in there on the -- in that -- there s probably only about 10 owners back in there on the Perkins side all together or within 500 feet of that lot.
And, you, know everybody s concerned about, you know, the traffic and the other. But we ll talk about that at the next meeting.
THE CHAIRMAN: Yes, sir. Yes, sir.
MR. SOWERS: But I guess that s it all for right now.
THE CHAIRMAN: Board members, any additional questions for Mr. Sowers?

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THE CHAIRMAN: Okay. The county will inform you of any upcoming events on the property, where you can stay involved. And I would recommend that you look at your ownership documents, and --
MR. SOWERS: Well, the thing is, sir, if -- if -- if I have to share that driveway, and if we got people coming in and out of there, then I m going to -- my -- my -- my garage faces right straight up in the end of that street there. And I ve got two or three big oak trees that ain t going to be cut down.
MR. JONES: Yes, sir.
MR. SOWERS: And so there s some other litigation there, but that s the main thing.
THE CHAIRMAN: Thank you.
MR. SOWERS: All right? Thank you all.
THE CHAIRMAN: Amelia Greenwalt.
MR. SOWERS: That s my better half.
MR. JONES: Mr. Briske, Tom wants to respond to him.
THE CHAIRMAN: Okay. Sure. Tom.
MR. HAMMOND: Well, that s the signed and sealed boundary survey. You can see the seal up at the top end. So if he has a problem with it,

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he needs to get his surveyor and deal with it. I m not a surveyor.
Now, on the ground, you gotta have 50 foot in Escambia County to build a road. And I don t think it s nowhere near 50 foot. I don t have a drawing. There s not a drawing that exists shows a road going through there.
So the only thing that might have would gone there was when we went to a pre-app with ECUA. They might have wanted us to loop a water line in there so you don t have a dead-end water line coming off the big main out at Blue Angel. They have a water line on Perkins, so ECUA said if there s enough room, maybe we want a water line down there. But we don t have any reason to use that property at all.
MR. JONES: Absolutely.
THE CHAIRMAN: Okay.
MR. HAMMOND: One more thing, if I may. DOT. We had a pre-app with DOT. We re putting in left and right turn lanes. One of the reasons we re trying to increase the density a little bit, so we can pay for a quarter-million-dollar turn lane.
THE CHAIRMAN: All right. So Amelia

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Greenwalt does not wish to speak?
MR. SOWERS: She didn t come with me today. That s my better half.
THE CHAIRMAN: Okay. So, sir, just so it s clear, if she does not speak here, she won t be allowed to speak at the Board of County Commission meeting --
MR. SOWERS: That s all right.
THE CHAIRMAN: -- when this comes up for review.
MR. SOWERS: I m here to represent us because she s at work.
THE CHAIRMAN: Thank you, sir.
MR. SOWERS: As long as I can speak, her and I will be in full agreement.
THE CHAIRMAN: Yes, sir.
Next speaker is Larry Downs, Jr.
- - -
LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:
- - -
THE CHAIRMAN: Good morning, Larry.
MR. DOWNS: Good morning.
THE CHAIRMAN: Name and address for the record.

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MR. DOWNS: Larry Downs Jr., 12156 Havburg Drive, Pensacola, Florida.

And good morning. How do y all like this? Yep. All right.

Anyways, of course I m in agreement with this. I mean, it s something that s needed or they wouldn t do it.

It s viable or they wouldn t propose it. You know, the citizens need places to live. Y all know -- Y all know the whole drill. I mean, they need places to live, just like the school over on Blue Angel, you know. They need expansion on that school.

So regardless of which Commissioners oppose property rights, you know, y all s job is to put it before them. Let them make the decisions.

When in doubt, the default position should be to the property rights. So I m in agreement with this. I believe the staff has got this one right. And, of course, Tom Hammond s got it right. He always has it right. So . . . all right. Thank y all much.

And get to speak at the County Commission, so that s why I m up here.

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THE CHAIRMAN: Thank you.

Kayla, could you enlarge that map that you have there, please?

What is that area that s in white kind of to the south? Is that part of -- considered part of the roadway? Do we know what that is? It looks like not really part of the road. So do we know what that parcel is? It s owned by DOT?

MR. HOLMER: It s right-of-way, but I believe it s DOT. Sorry. Andrew Holmer, Development Services Department. That s my understanding.

THE CHAIRMAN: Okay.

MR. HOLMER: It s DOT right-of-way.

THE CHAIRMAN: So that s why it s included as kind of part of the roadway that --

MR. HOLMER: Correct.

THE CHAIRMAN: -- it s under ownership maybe of the state or something?

MR. HOLMER: General rule. If it doesn t have zoning on it, right-of way.

THE CHAIRMAN: Okay.

MR. HOLMER: That s with the new parcel-based layer.

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THE CHAIRMAN: Okay. Very good.

Okay. That s everyone I had signed up to speak. Other than the people who have already spoken, is there anyone else who wishes to speak on this matter?

No response.

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the hearing.

Mr. Hammond, any closing statements before the board opens it up for questions?

MR. HAMMOND: No, sir.

THE CHAIRMAN: All right. Thank you. Board members, any questions of the staff or the applicant?

No response.

THE CHAIRMAN: Hearing none, Chair will entertain a motion.

MR. INGWELL: I read through the packet this weekend, and --

MR. JONES: Jay, use the mic because of the recording in the back.

MR. INGWELL: I read through the packet this weekend, but I did miss staff s analysis this morning, or their explanation.

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Please bear with me, but could you please cover Criterion D for me, your findings?

MR. JONES: Allyson.

MS. LINDSAY: That s the spot zoning?

MR. INGWELL: That s correct..

MS. LINDSAY: Okay. Well, according -- by definition, it says, "Zoning applied to any area of land, regardless of its size, that is different from the zoning of all contiguous land."

So in this particular parcel -- you can put the zoning map up -- the zoning is LDR. All the contiguous land is LDR, so it is spot zoning in the regard of a designation of the zoning, but the use is residential.

And from LDR to MDR, you can do almost the exact same thing in one zoning to the other. No multifamily. Also because the prior zoning wouldn t allow it.

You can do single-family. The difference is the lot width, the amount of dwellings per acre.

MR. INGWELL: So the difference is 4 dwelling units per acre versus 10 dwelling units per acre. And a lot of the speakers, that was a

concern. And that is a big -- a big difference --

MS. LINDSAY: It is, but if you --

MR. INGWELL: -- between the two building categories.

MS. LINDSAY: Right. And it is, but you have to think of it -- once you put the infrastructure in, your utilities, any sidewalks, you know, you re not going to get your whole total 10 dwelling units per acre or even the 4 dwelling units per acre.

MR. JONES: Absolutely.

MS. LINDSAY: So because it is still in the realm of residential, the only two main issues were the density and the lot width.

MR. INGWELL: This is about 7.5 acres; is that correct?

MS. LINDSAY: Yeah, 7.66 something, yes.

MR. INGWELL: And is the majority of this buildable? It can be developed?

MS. LINDSAY: Yes.

MR. HAMMOND: Yes.

MR. INGWELL: That s all I have.

THE CHAIRMAN: Mr. Hammond.

MR. HAMMOND: Can I help address your

concern, please?

Okay. You got to think of spot zoning. And we look at shades on a map. But really what you re worried about is spot use; is that correct?

MR. JONES: Yes.

THE CHAIRMAN: Yes.

MR. HAMMOND: And so spot use, the use is the same because of the previous zoning.

And let s talk about your density. If you go every 300 feet -- and I got 60-foot lots -- you ve got five lots. I can only get one lot for every five lots. That s not two-and-a-half times, like going from 4 to 10. That s the reality. So it s really only -- instead of a 250 percent increase in density according to zoning, you only get a 20 percent, six divided by five.

MR. INGWELL: Can you explain that?

MR. HAMMOND: Yes.

MR. INGWELL: I m a little slow.

MR. HAMMOND: Okay. So 5 times 60 --

MR. INGWELL: No. I don t . . . No; I get it.

Simple math. 10 times 7.5 acres is 75,

potential for 75 units.

MR. HAMMOND: Right.

MR. INGWELL: Versus 4 times 7.5 would be 30.

MR. HAMMOND: Okay. But you re still stuck with -- you d have to worry about that if you were doing multifamily.

MR. INGWELL: So it s limited by the lot width.

MR. HAMMOND: Right, it s really the lot width and the fact you can t have a different use other than single-family detached housing.

MR. INGWELL: Right. Understood. Okay.

THE CHAIRMAN: Okay. Any additional questions?

No response.

THE CHAIRMAN: Chair will entertain a motion.

MR. FEARS: Based on staff findings, I make a motion that we approve Z-2020-03.

THE CHAIRMAN: Motion.

Do we have a second?

MR. WILSON: Second.

THE CHAIRMAN: Any further discussion?

No response.

THE CHAIRMAN: All those in favor, say "aye."

Chorus of "ayes."

THE CHAIRMAN: Opposed?

No response.

THE CHAIRMAN: Motion carries unanimously. All right. Thank you, Mr. Hammond.

MR. HAMMOND: Thank you.

Hearing concluded at 9:28 a.m.

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties attorney or counsel connected with the action, nor am I financially interested in the action.

_____

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date:	06/01/2020
CASE :	Z-2020-03
APPLICANT:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
ADDRESS:	5250 Blue Angel Parkway
PROPERTY REF. NO.:	36-2S-31-1007-000-000
FUTURE LAND USE:	MU-S, Mixed-Use Suburban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	07/02/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: LDR, Low Density Residential (4 du/acre)

TO: MDR, Medium Density Residential (10 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to MDR is consistent with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. Mixed-Use Suburban allows for a mix of residential and non-residential uses and promote infill development. The parcel may utilize the existing public roads, utilities and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.
See also conditional uses in this district.
(2) Retail sales. No retail sales.
(3) Retail services. No retail services.
(4) Public and civic.
a. Cemeteries, family only.
b. Public utility structures, excluding telecommunications towers.
See also conditional uses in this district.
(5) Recreation and entertainment.
a. Marinas, private only.
b. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer.

Sec. 3-2.7 MDR, Medium Density Residential.
(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.
(b) Permitted uses. Permitted uses within the MDR district are limited to the following:
(1) Residential.
a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.
c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.
See also conditional uses in this district.

(2) Retail sales. No retail sales.
(3) Retail services. No retail services. See conditional uses in this district.
(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.
(5) Recreation and entertainment.
a. Marinas, private.
b. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.
See also conditional uses in this district.

FINDINGS
The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The site consisted of two parcels which have been combined by the Property Appraiser at the applicants request to create one parcel totaling 7.66 (+/-) acres. The property is surrounded by LDR zoning with MDR across Blue Angel Parkway to the west with individual lots as well as the Yorkshire Estates Subdivision. The MDR zoning will allow for single family dwellings, one per lot. In this case, no multi-family, apartments or retail sales or services are allowed as per LDC 3-2.7(1)c, which states this allowance is permitted only if the previous zoning on the land was R-3 or V-4 prior to the adoption of the MDR zoning, and the previous zoning for the parcel in question was RR.

Criterion c., LDC Sec. 2-7.2(b)(4)
Compatible with surrounding uses
All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.
FINDINGS
The proposed amendment **is compatible** with surrounding existing uses in the area.
Within the 500 radius impact area, staff observed properties with zoning districts LDR and MDR. The nearby land uses are single family residential therefore the zoning request will be consistant with the surrounding uses.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The requested zoning of MDR would by definition be spot zoning for the fact that all contiguous land is zoned LDR, however due to the restraints of the previous zoning, the permitted uses in MDR will be sufficiently similar to the existing LDR zoning. The major difference is in the site and building requirements. MDR zoning would allow for 10 dwelling units per acre versus LDR's four dwellings per acre and a lot width difference of 50 feet for MDR versus 60 feet for LDR.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

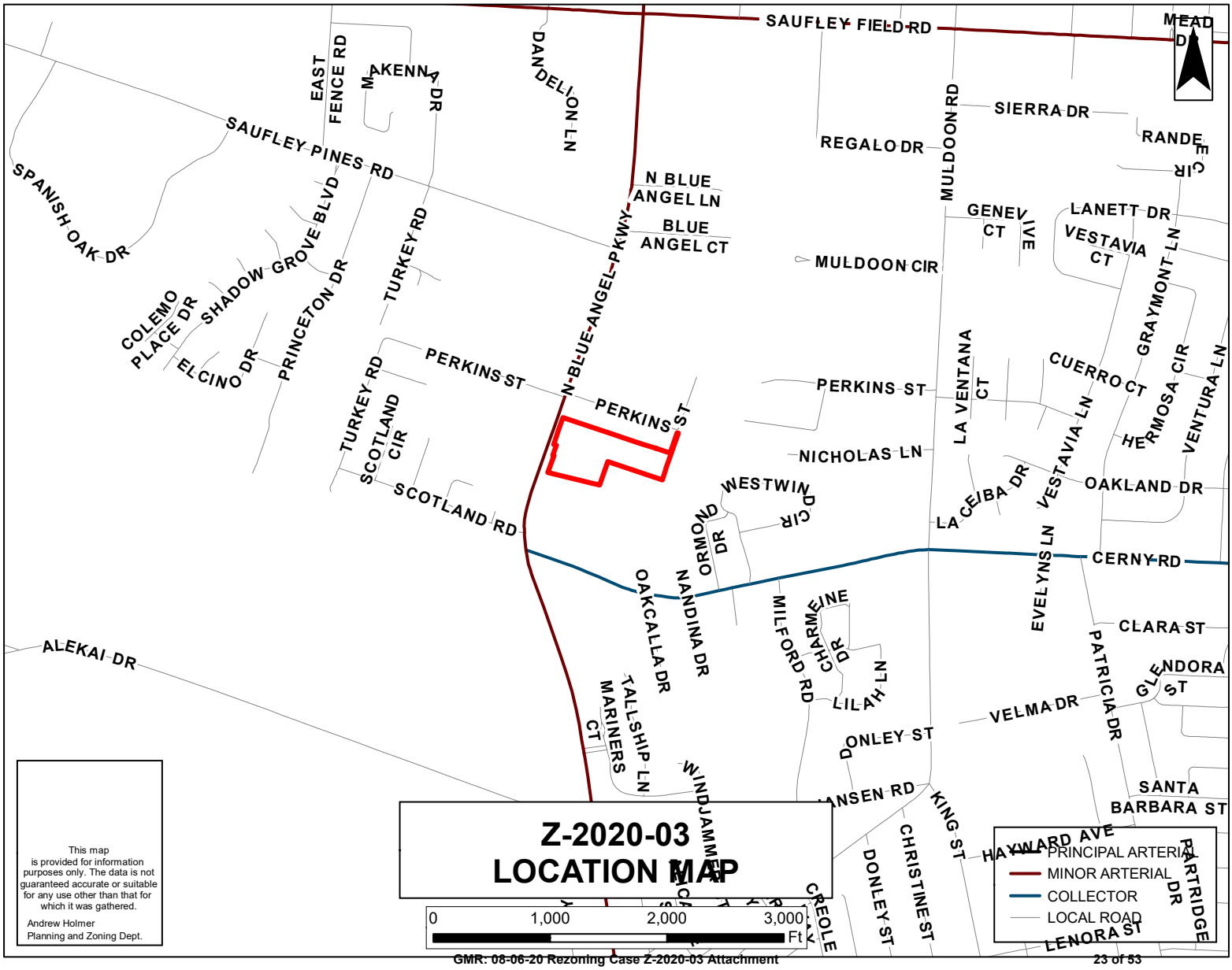
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have not** changed.

Attachments

Working Case File



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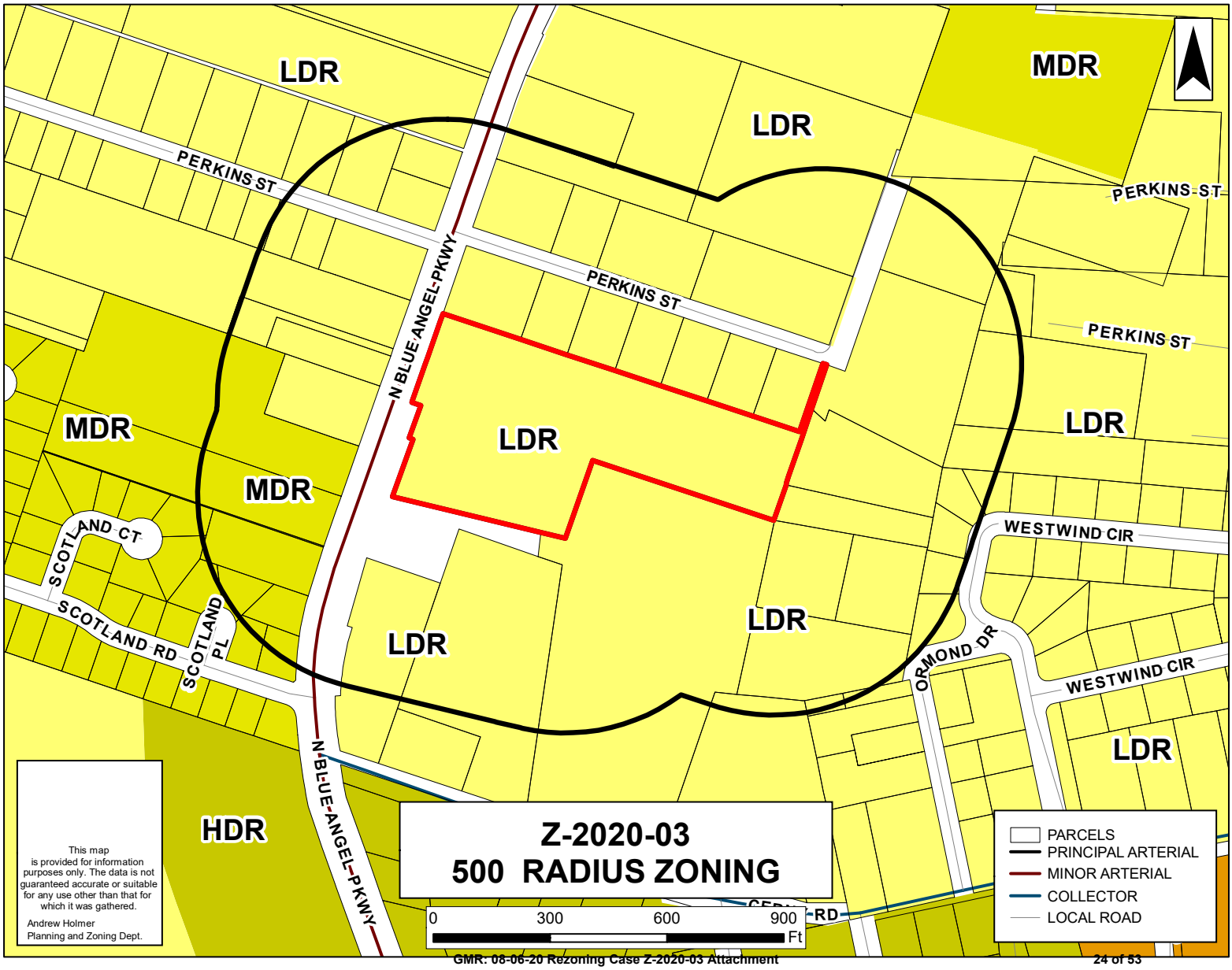
Andrew Holmer
Planning and Zoning Dept.

Z-2020-03
LOCATION MAP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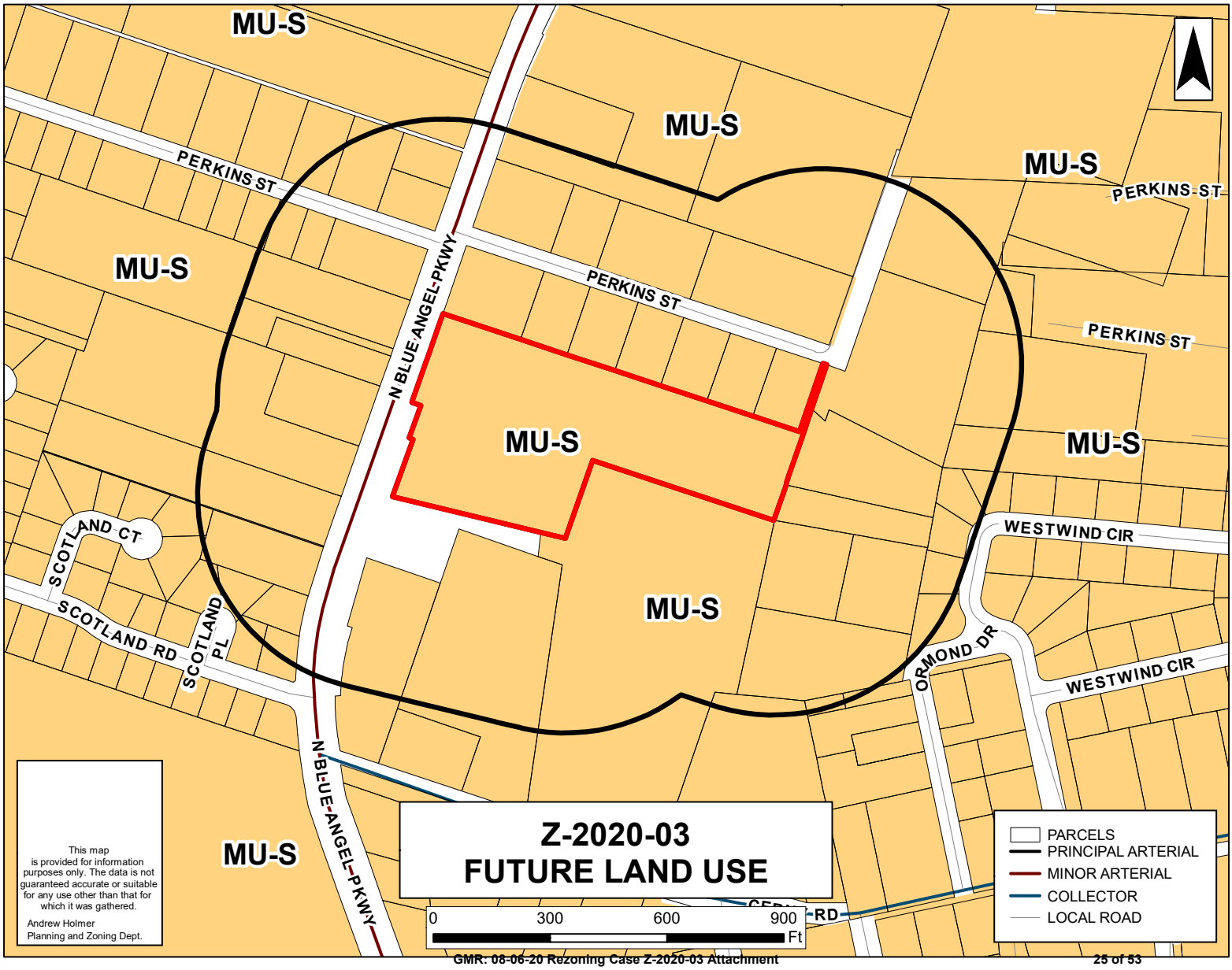
Andrew Holmer
Planning and Zoning Dept.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WESTWIND CIR
WESTWIND CIR
ORMOND DR
Z-2020-03
FUTURE LAND USE
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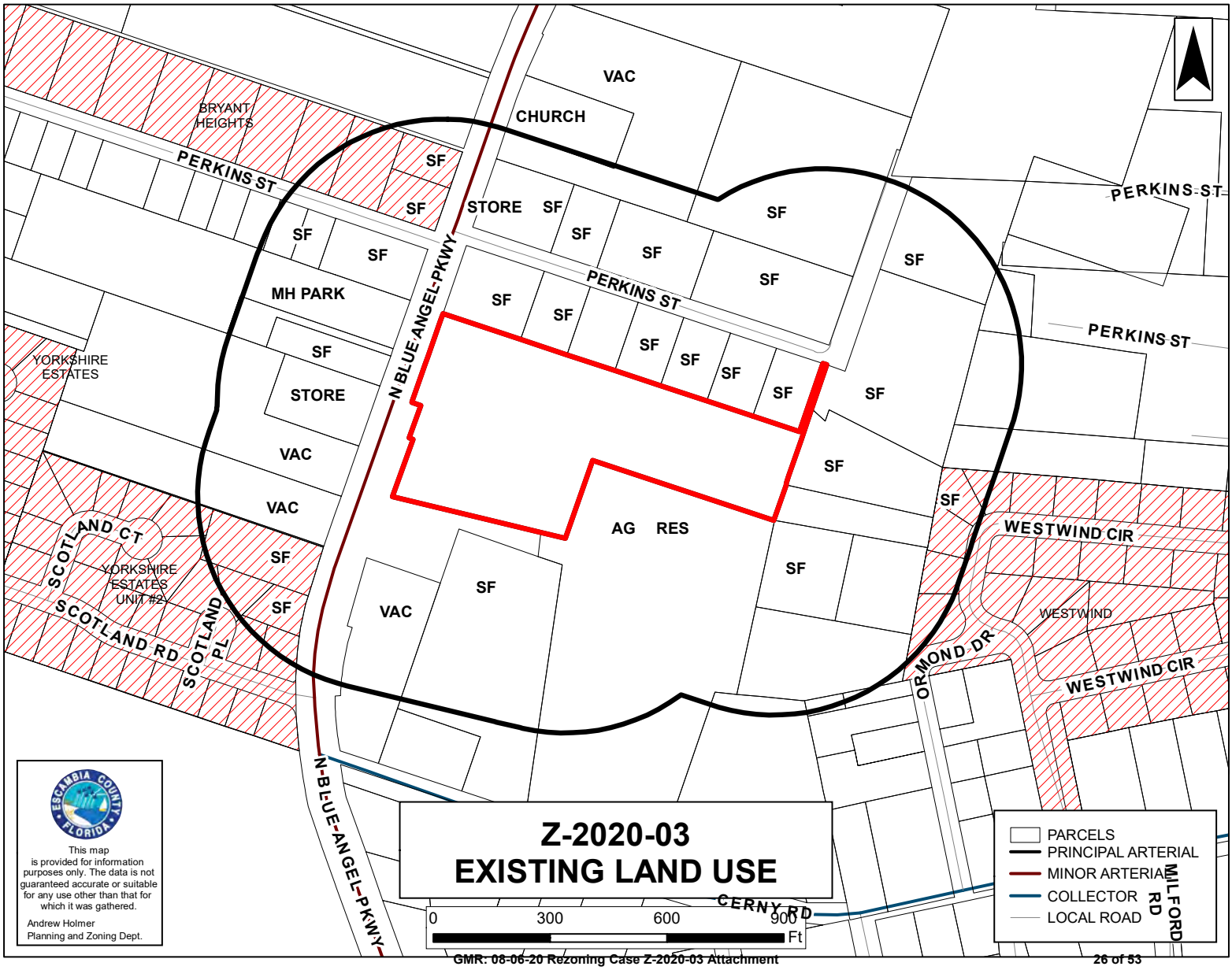
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


BRYANT HEIGHTS
PERKINS ST
VAC
CHURCH
STORE
SF
MH PARK
YORKSHIRE ESTATES
N BLUE ANGEL PKWY
AG RES
SCOTLAND CT
YORKSHIRE ESTATES UNIT #2
SCOTLAND RD
SCOTLAND PL
WESTWIND CIR
WESTWIND
ORMOND DR
CERNY RD
MILFORD RD
Z-2020-03
EXISTING LAND USE
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PARCELS
PRINCIPAL ARTERIAL
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COLLECTOR
LOCAL ROAD
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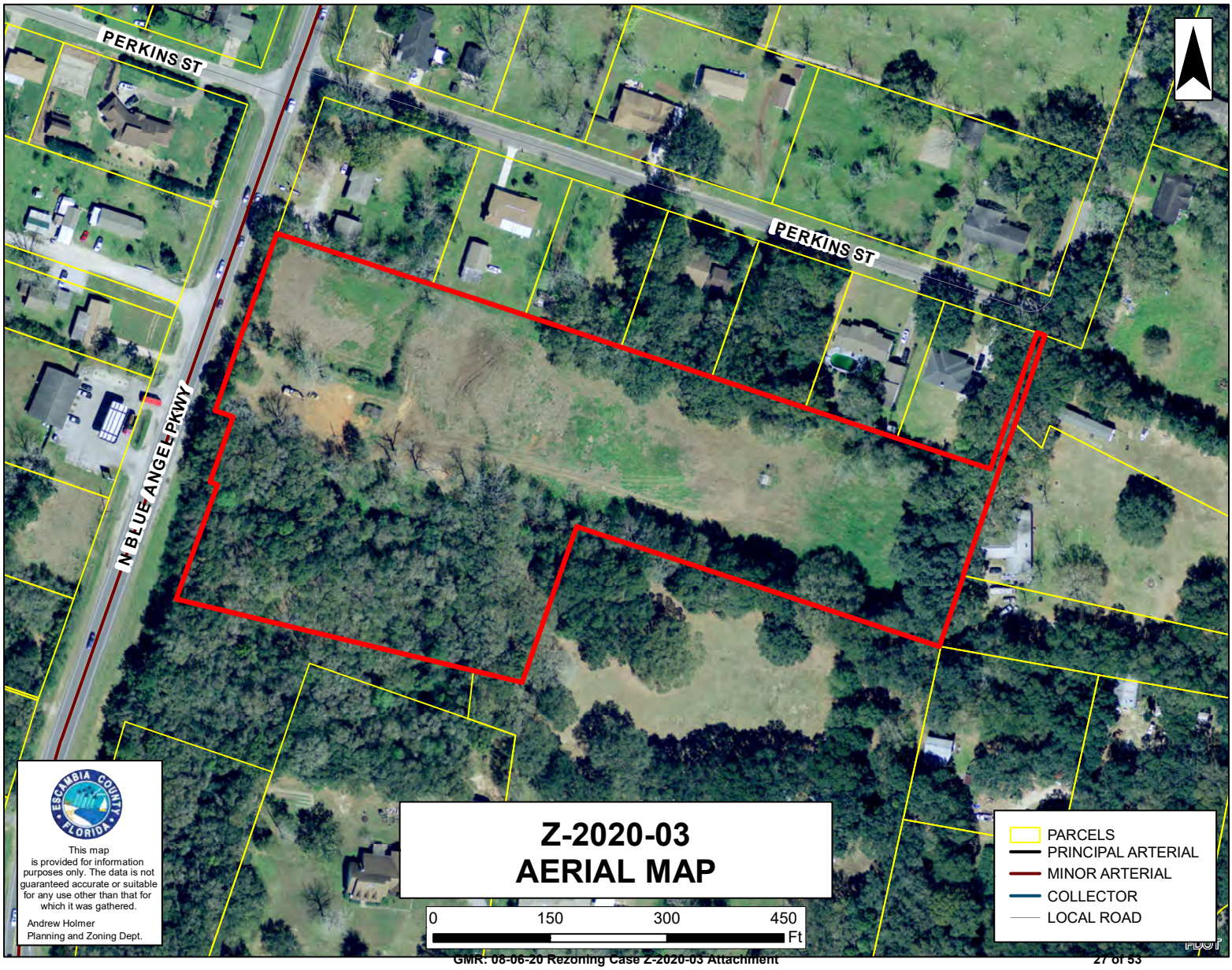
PERKINS ST
PERKINS ST
N BLUE ANGEL PKWY
Z-2020-03
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking onto property



Another view of property



Looking across Blue Angel from subject property



Looking south along Blue Angel from subject property



Looking north along Blue Angel from subject property

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 00009130
Alabama Certificate of Authorization No. 3277

February 24, 2020

Mrs. Allyson Lindsay
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: 5250 Blue Angel Parkway
HEI Project No. 19-024

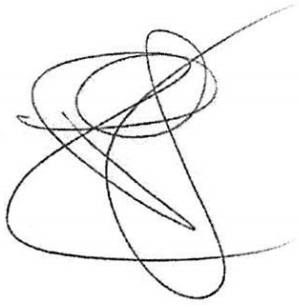
Dear Allyson:

The above referenced parcels currently have a zoning of LDR and has not been developed. The parcel is located at 5250 Blue Angel Parkway in Escambia County, FL. We request the parcels be re-zoned to MDR.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE.
President

Attachments

3802 North "S" Street PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2020-03 Accepted by: A. Lindsey PB Meeting: 4/7/2020

1. **Contact Information:**

   A. Property Owner/Applicant: FORREST HOMES & STEEL CONSTRUCTION INC.

   Mailing Address: 10901 LILLIAN HWY PENSACOLA, FL 32506

   Business Phone: 850-572-4588 Cell: 850-572-4588

   Email: CLASSICC12@AOL.COM

   B. Authorized Agent (if applicable): Tom Hammond

   Mailing Address: 3802 North S Street, Pensacola, FL 32505

   Business Phone: 850-434-2603 Cell: 850-554-9389

   Email: tom@selanddesign.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 5250 Blue Angel Parkway

   Parcel ID (s): 36-2S-31-1007-000-000 & 36-2S-31-1007-000-001

   B. Total acreage of the subject property: 7.51

   C. Existing Zoning: LDR

   Proposed Zoning: MDR; explain why necessary and/or appropriate appropriate due to existing MDR zoned properties and other urban type developments within 500' of the subject property and subject parcels are located along an arterial roadway where denser type residential development is preferred.

   FLU Category: MU-S

D. Is the subject property developed (if yes, explain): vacant & undeveloped

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

PLEASE SEE ATTACHED

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

PLEASE SEE ATTACHED

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

PLEASE SEE ATTACHED

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

PLEASE SEE ATTACHED

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

PLEASE SEE ATTACHED

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 36-2S-31-1007-000-001 & 36-2S-31-1007-000-000

Property Address: 5250 BLUE ANGEL PARKWAY

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 17 DAY OF January, YEAR OF 2020.

Signature of Property Owner	Printed Name of Property Owner	Date
JD Edgar	JD Edgar	1-17-20

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 5250 Blue Angel Parkway, Pensacola _____, Florida, property reference number(s) 36-2S-31-1007-000-000 & 36-2S-31-1007-000-0(_____ I hereby designate Thomas G Hammond Jr, PE _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 17 day of January the year of, 2020, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Thomas G Hammond, Jr, PE Email: tom@selanddesign.com

Address: 3802 North S Street, Pensacola, FL 32505 Phone: 850-434-2603

F B Edgar	F B Edgar	1-17-20
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17 day of January 20 20 by F. B. Edgar.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

	Ryan Sieg
Signature of Notary	Printed Name of Notary

RYAN SIEG
MY COMMISSION # GG 919916
EXPIRES: December 1, 2023
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

_____	Thomas G Hammond Jr, PE	1/17/2020
Signature of Owner/Agent	Printed Name Owner/Agent	Date
_____	F B Edgar	1-17-20
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 17 day of January 2020, by F. B. Edgar.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

_____	Ryan Sieg
Signature of Notary	Printed Name of Notary

(Notary seal) RYAN SIEG MY COMMISSION # GG 919916 EXPIRES: December 1, 2023 Bonded Thru Notary Public Underwriters

Property Reference Numbers
36-2S-31-1007-000-001
36-2S-31-1007-000-000

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Suburban (MU-S) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
FLUM Mixed-Use Suburban (MU-S)
General Description: Intended for a mix of residential and non-residential uses While promoting compatible infill development and the separation of urban and suburban land uses.
Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.
Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)
Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c)Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%
In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c)Non-Residential 5% to 10%

The proposed re-zoning is consistent with the Comprehensive Plan.

B. Consistency with Zoning District provisions

The proposed re-zoning of the subject parcel to MDR (Medium Density Residential) meets the LDC, Article 1, Section 3-1.3 (h):

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

Supp 3

LDC 3:7

Also, LDC Chapter 3, Article 2, Section 3-2.7(f) states:
Rezoning to MDR.
Medium Density Residential zoning maybe established only within the Mixed-Use Suburban (MU-S) and Mixed-Use Urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low density residential and areas zoned or used for high density residential or mixed-use.

The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surroundings

The parcels are bordered by LDR zoned parcels on the north, south, and east boundary lines. There is MDR zone parcels across Blue Angel Parkway slightly south of the subject parcels.

The subject parcels are directly across the street from a mobile home park. Also, there is a convenience store across the street adjoining the mobile home park to the south. All the other surrounding parcels appear to be single family detached residential uses.

It is common planning practice to have more dense residential developments near commercial corridors/uses and less dense residential districts.

The proposed re-zoning is compatible with the surrounding uses.

D. Appropriate if Spot Zoning

The proposed rezoning would result in spot zoning as defined in chapter 6 of the LDC. However, the proposed zoning to MDR would be minor and sufficiently limited as follows:

> The proposed rezoning would allow for 50' wide single-family residential lots where the existing zoning allows for 60' wide single-family residential lots.
>
> There are NO uses allowed in the MDR zoning district that are not also allowed in the current LDR zoning district.

The proposed re-zoning would result in a logical and orderly development.

Proposed re-zoning would create an appropriate "spot zoning" situation.

E. Appropriate with changed or changing conditions

We are not aware of any known or changed conditions that would affect the proposed rezoning request.

Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: http://www.escpa.org

Roll Year: _____

Date Received ____/____/____

Received by: _____

Total Number of Pages: _____
(including required attachments)

IMPORTANT NOTICE

Pursuant to Florida Statute 197.192, the Property Appraiser's Office will not split or combine parcels until all taxes due have been paid to the Tax Collector's Office.

It should be noted that a Combination or Split request processed by the Property Appraiser's Office ***is for taxing purposes*** only and does not imply legality of the land division being requested, nor the legality for such parcel(s) to be conveyed via land title, nor the suitability for such parcel(s) to be developed. Applicants should contact the appropriate land development, zoning and planning agency within your jurisdiction for questions concerning current and future property development regulations.

EXEMPT and NON-EXEMPT PROPERTIES AFFECTED BY ASSESSMENT LIMITATION

[Note: If this section is not completed, the request will not be processed.]

I or We, understand that combining or splitting property may affect the property's capped value resulting in an increase in my/our property taxes.
If I or We desire to reverse the process in the future, the "cap value" will not be restored to its former value.

I or We, understand that combining additional lands to a parcel that is currently benefiting from a homestead or an institutional exemption ***will not decrease parcel value.*** The existing "cap" will remain on the parcel with the original exemption. According to Florida Statutes, the newly added parcel's cap will reset at full market value. This will result in taxes based on full market value.

I or We acknowledge that I/we have read the foregoing cautionary message and do hereby acknowledge I/we understand the requirements and consequences of this request by initialing and printing my/our names as designated below:

FBE	FB Edgar 52.		
Initials	*Printed Name of Owner*	*Initials*	*Printed Name of Owner*
Initials	*Printed Name of Owner*	*Initials*	*Printed Name of Owner*

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: http://www.escpa.org

Parcel Split-Out and Combination Request

Owner Name(s): PETE B Edgar

Combination Request

Parcel Status	Exempt	Code	Reference Number	Account Number
☒ Vac ○ Imp	Yes / No	_____	36.2S.31.1007-000.007	_____
☒ Vac ○ Imp	Yes / No	_____	36.2S.31.1007.000000	_____
○ Vac ○ Imp	Yes / No	_____	_____	_____

Split-Out Request

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
○ Vac ○ Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
○ Vac ○ Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Notes:

_____

_____

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Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: http://www.escpa.org

Zoning Review

*[Note: If this section is not completed by the appropriate agency, the request **will not** be processed.]*

As an agent of the appropriate jurisdictional agency where the parcel(s) exist in Escambia County Florida, I have reviewed this request from the parcel owner(s) and made the following determination:

☐ *The Split Request is consistent with current zoning for the affected parcel(s).*

☐ *The Split Request is **not** consistent with current zoning for affected parcels for the following reason(s):*

☒ *The Combination Request is consistent with current zoning for the affected parcel(s).*

☐ *The Combination Request is **not** consistent with current zoning for the affected parcels for the following reason(s):*

The information provided in this section does not constitute review or approval of any development or the confirmation of any development or land use rights for the affected parcels. Additional information on these issues may be obtained by contacting the County or City planning agencies at the addresses and telephone numbers below.

☒ ***Escambia County Planning and Zoning***
3363 West Park Place
(850) 595-3475

○ ***City of Pensacola Planning Division***
222 West Main Street, 5th Floor, City Hall
(850) 435-1670

Agent: By: Allyson Lindsay — ***Title:*** Urban Planner II
Signature

Allyson Lindsay — ***Date:*** 2/13/2020
Print Name

malindsay@myescambia.com — ***Phone:*** 595-3547
Email Address

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

Prepared by and return to:
Tina M. Wiles

Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 19-14048
Will Call No.: SF

[Space Above This Line For Recording Data]

Trustee's Deed

This Trustee's Deed made this 16th day of January, 2020 between Leon B. Hirsh, as Trustee of the Amended and Restated James H. Sasser Trust dated June 3, 2009, grantor, and Forrest Homes & Steel Construction, Inc., a Florida Corporation whose post office address is 10901 Lilian Hwy, Pensacola, FL 32506, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

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

COMMENCE AT THE NORTHEAST CORNER OF ALEXANDER LOVE GRANT, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 18 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRANT FOR A DISTANCE OF 1319.97 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF PERKINS STREET (50' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRAND FOR A DISTANCE OF 421.59 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5344 AT PAGE 4689 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 71 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 489.82 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE GO SOUTH 18 DEGREES 46 MINUTES 13 SECONDS WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 211.94 FEET; THENCE GO NORTH 75 DEGREES 50 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 456.40 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY (R/W WIDTH VARIES); THENCE GO NORTH 19 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 154.29 FEET; THENCE GO NORTH 70 DEGREES 37 MINUTES 15 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 10.00 FEET; THENCE GO NORTH 19 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 89.66 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 30 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 25.29 FEET; THENCE GO NORTH 19 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 232.13 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7660 AT PAGE 584 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 71 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE THEREOF AND AN EASTERLY PROJECTION FOR A DISTANCE OF 964.82 FEET; THENCE GO NORTH 18 DEGREES 43 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 185.00 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF PERKINS STREET; THENCE GO SOUTH 71 DEGREES 42 MINUTES 29 SECONDS EAST ALONG SAID THE SOUTH RIGHT OF WAY LINE OF SAID PERKINS STREET FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED I N A PORTION OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel Identification No. 362S311007000001 & 362S311007000000

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 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 claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Tina M Wiles

Witness Name: Gerald McArthur

Leon B. Hirsh TTEE

Leon B. Hirsh, as Trustee

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 16th day of January, 2020 by Leon B. Hirsh, as Trustee of the Amended and Restated James H. Sasser Trust dated June 3, 2009, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Tina M Wiles

My Commission Expires: 10-25-2023

Notary Public State of Florida
Tina M Wiles
My Commission GG 911194
Expires 10/25/2023

BOUNDARY SURVEY WITH IMPROVEMENTS
OF A PORTION OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN DATUM 1983, STATE PLANE MAPPING ZONE FLORIDA NORTH (2903, LAMBERT PROJECTION AS ESTABLISHED ALONG THE EAST LINE OF THE SUBJECT PROPERTY HAVING A BEARING OF SOUTH 18 DEGREES 49 MINUTES 29 SECONDS WEST.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH HAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0555 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 - 5J-17.055 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES OR REVISIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS UNLESS FIRST CONFIRMED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

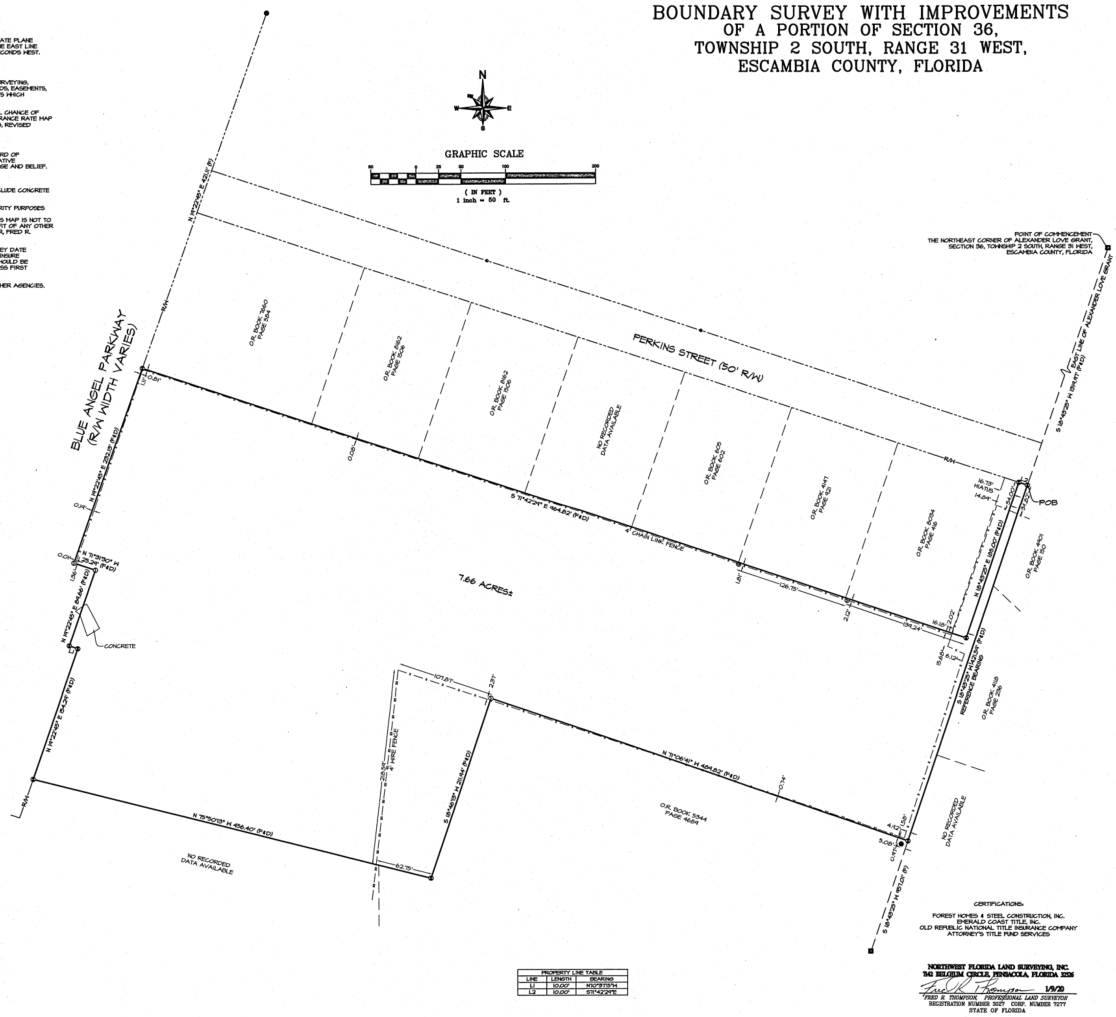
DENOTES:

- ⊕ = 1/2" CAPPED IRON ROD, NUMBERED "1277 (PLACED)
- ○ = 1/2" CAPPED IRON ROD, ILLEGIBLE (FOUND)
- ● = 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊙ = 1" IRON PIPE, UNNUMBERED (FOUND)
- ■ = 4" SQUARE CONCRETE MONUMENT, UNNUMBERED (FOUND)

(D) = DEED INFORMATION
(F) = FIELD INFORMATION
R(M) = RECORD (MEASURED)
P.O.B. = POINT OF BEGINNING
O.R.- = OFFICIAL RECORD
Pgs. = PAGE

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

COMMENCE AT THE NORTHEAST CORNER OF ALEXANDER LOVE GRANT, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 18 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRANT FOR A DISTANCE OF 42.04 FEET TO THE NORTHEAST CORNER OF THE SOUTH RIGHT OF WAY LINE OF PERKINS STREET (NOT R/W) AND THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 18 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRAND FOR A DISTANCE OF 42.04 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5344 AT PAGE 4684 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 71 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1,164.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY, THENCE GO SOUTH 15 DEGREES 46 MINUTES 13 SECONDS WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 201.14 FEET; THENCE GO NORTH 73 DEGREES 50 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 494.40 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY (R/W WIDTH VARIES); THENCE GO NORTH 14 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 154.24 FEET; THENCE GO NORTH 30 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 100.00 FEET; THENCE GO NORTH 14 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 25.24 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 50 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 25.24 FEET; THENCE GO NORTH 14 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 154.24 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 50 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 5.00 FEET; THENCE GO NORTH 14 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 1,155.00 FEET TO AN INTERSECTION WITH THE APORESAID SOUTH RIGHT OF WAY LINE OF PERKINS STREET; THENCE GO SOUTH 71 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE THEREOF AND AN EASTERLY PROJECTION FOR A DISTANCE OF 1,164.82 FEET; THENCE GO NORTH 15 DEGREES 49 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 185.00 FEET TO AN INTERSECTION WITH THE APORESAID SOUTH RIGHT OF WAY LINE OF PERKINS STREET; THENCE GO SOUTH 71 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF PERKINS STREET FOR A DISTANCE OF 494.40 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 7.66 ACRES MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation Traffic Operations Division

DATE: **May 8, 2020**

RE: **Transportation Traffic Operations TTO Comments – Z-2020-3**

TTO Staff has reviewed the Rezoning Case Z-2020-3 5250 Blue Angel Parkway LDR to MDR , agenda item for the Planning Board meeting scheduled for June 2, 2020. Please see the below comments.

Blue Angel Parkway is a two-lane roadway with paved shoulders. Near the parcel in question, the traveling roadway width is approximately 23 feet with a right-of-way width of 86 feet.

FDOT has begun a feasibility study of this corridor to look at capacity issues on both Blue Angel Parkway and Pine Forest Road.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume threshold of 17,700. The daily traffic on this road was recorded as 22,000 for year 2019.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/2/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-03

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Robert Michelson

*Address: 5706 Perkins St. *City, State, Zip: 32526

Email Address: None Phone: 850 465 3444

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-1-20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2020-03 **Agenda Item Number/Description:**

Did not speak, was not at meeting

_____ In Favor _____ Against - spoke

*Name: CLAIR SOWERS & AMELIA GREENAWALT

*Address: 5501 PERKINS ST *City, State, Zip: PENSACOLA FL 32526

Email Address: _____ Phone: 850 380-5210

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-1-2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2020-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Harburg dr. City, State, Zip: Pen Fl

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18261 **Growth Management Report 12. 8.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:50 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 1, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2020-03 was heard by the Planning Board on June 1, 2020. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2020-03**
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18269 **Growth Management Report 12. 9.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/06/2020
Issue: 5:51 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:51 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05

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

This serves as the first of two public hearings.

BACKGROUND:
The applicant is requesting a Future Land Use Map change from Commercial (C) to Mixed-Use Urban (MU-U) in order to obtain an increase in residential development.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

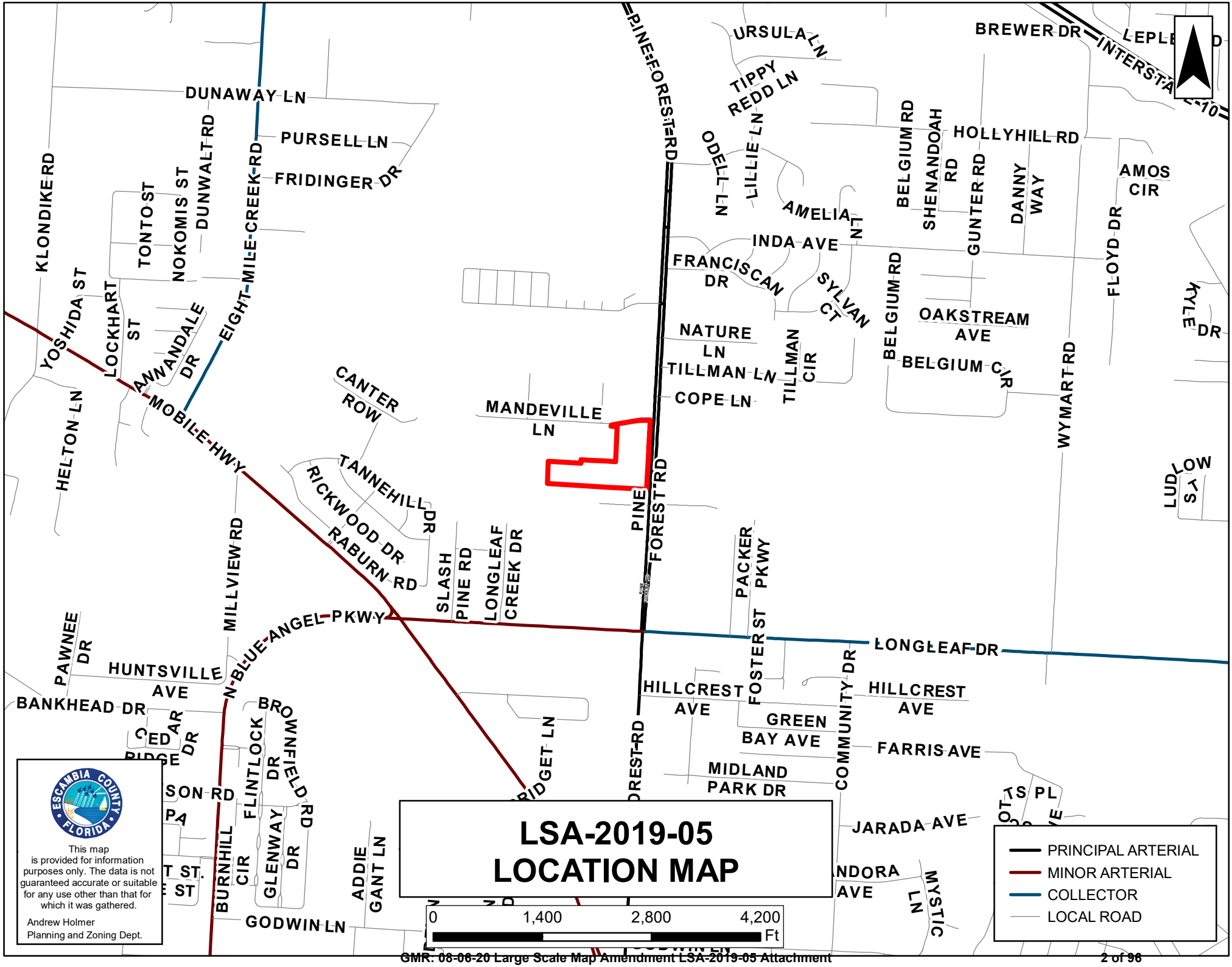
Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

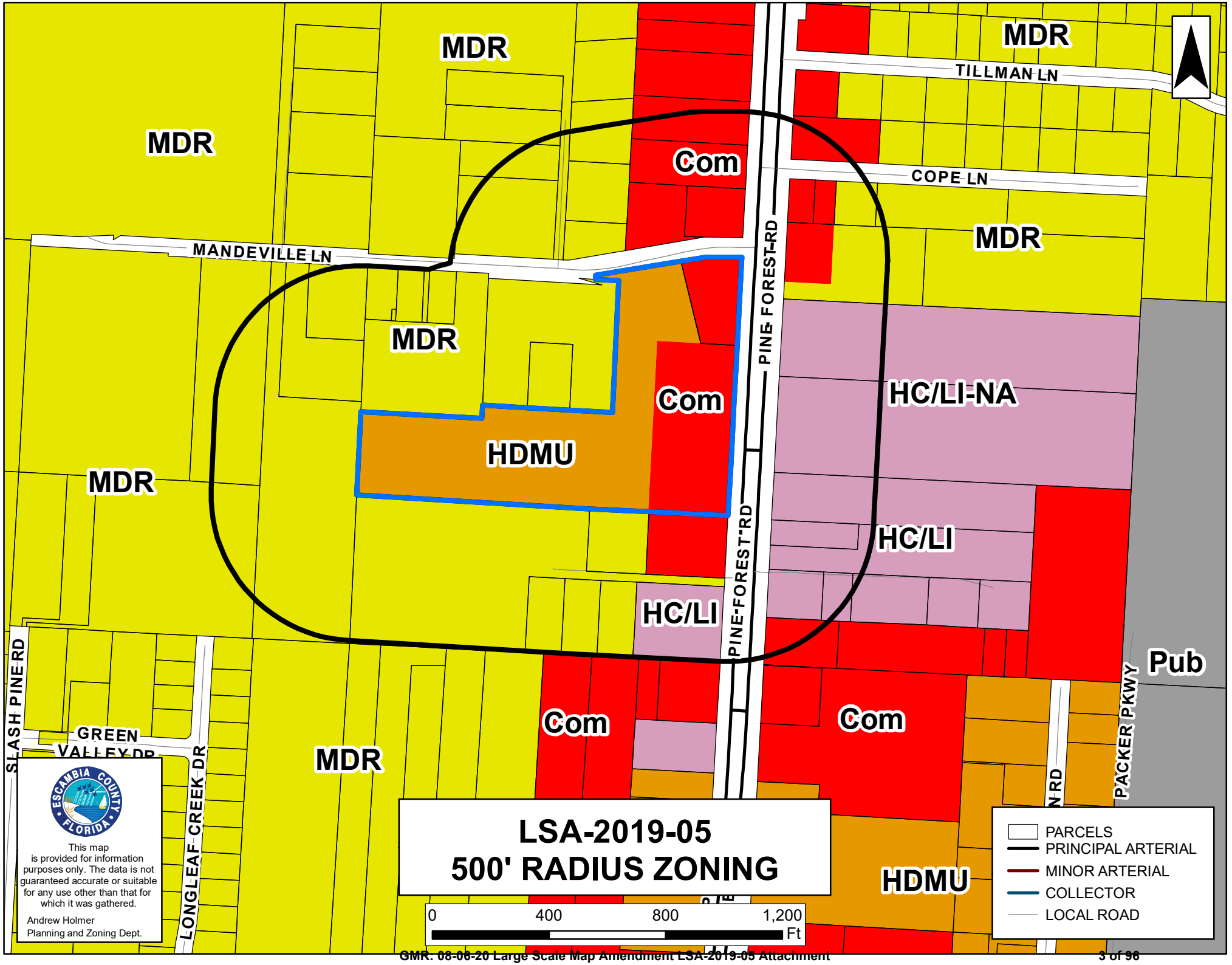
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Working Case File
Draft Ordinance

LSA-2019-05


LSA-2019-05
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
1,400
2,800
4,200
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
DUNAWAY LN
PURSELL LN
FRIDINGER DR
KLONDIKE RD
TONTO ST
NOKOMIS ST
DUNWALT RD
EIGHT MILE CREEK RD
YOSHIDA ST
LOCKHART ST
ANNANDALE DR
HELTON LN
MOBILE HWY
CANTER ROW
MANDEVILLE LN
TANNEHILL DR
RICKWOOD DR
RABURN RD
MILLVIEW RD
SLASH PINE RD
LONGLEAF CREEK DR
N BLUE ANGEL PKWY
PAWNEE DR
HUNTSVILLE AVE
BANKHEAD DR
BROWNFIELD RD
FLINTLOCK DR
GLENWAY DR
BURNHILL CIR
ADDIE GANT LN
GODWIN LN
PINE FOREST RD
URSULA LN
TIPPY REDD LN
ODELL LN
LILLIE LN
AMELIA LN
INDA AVE
FRANCISCAN DR
SYLVAN CT
NATURE LN
TILLMAN LN
TILLMAN CIR
COPE LN
BELGIUM RD
SHENANDOAH RD
GUNTER RD
DANNY WAY
HOLLYHILL RD
BREWER DR
INTERSTATE 10
AMOS CIR
FLOYD DR
OAKSTREAM AVE
BELGIUM CIR
WYMART RD
KYLE DR
LUDLOW ST
PACKER PKWY
FOSTER ST
LONGLEAF DR
HILLCREST AVE
GREEN BAY AVE
COMMUNITY DR
FARRIS AVE
MIDLAND PARK DR
JARADA AVE
MYSTIC LN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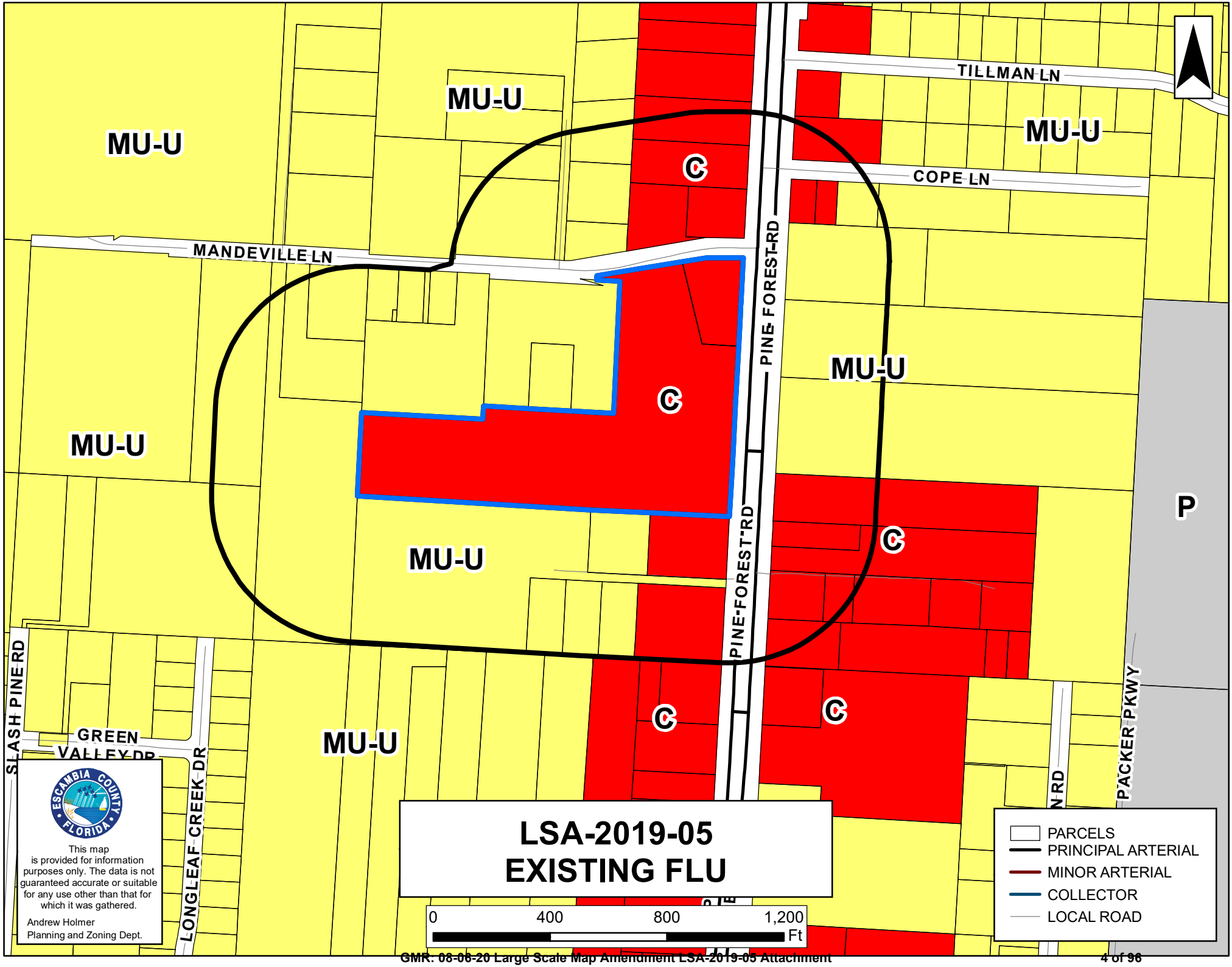
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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Andrew Holmer
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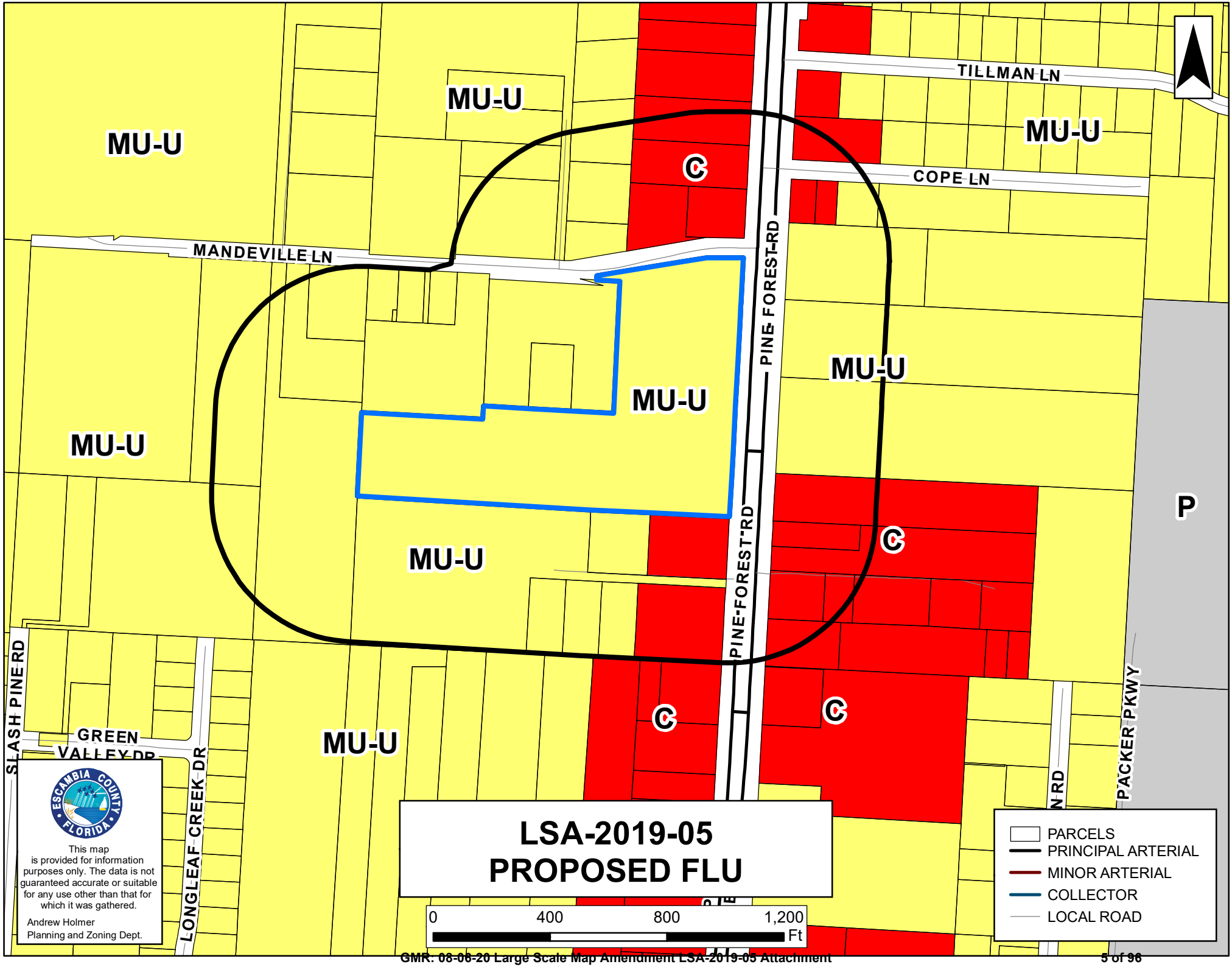
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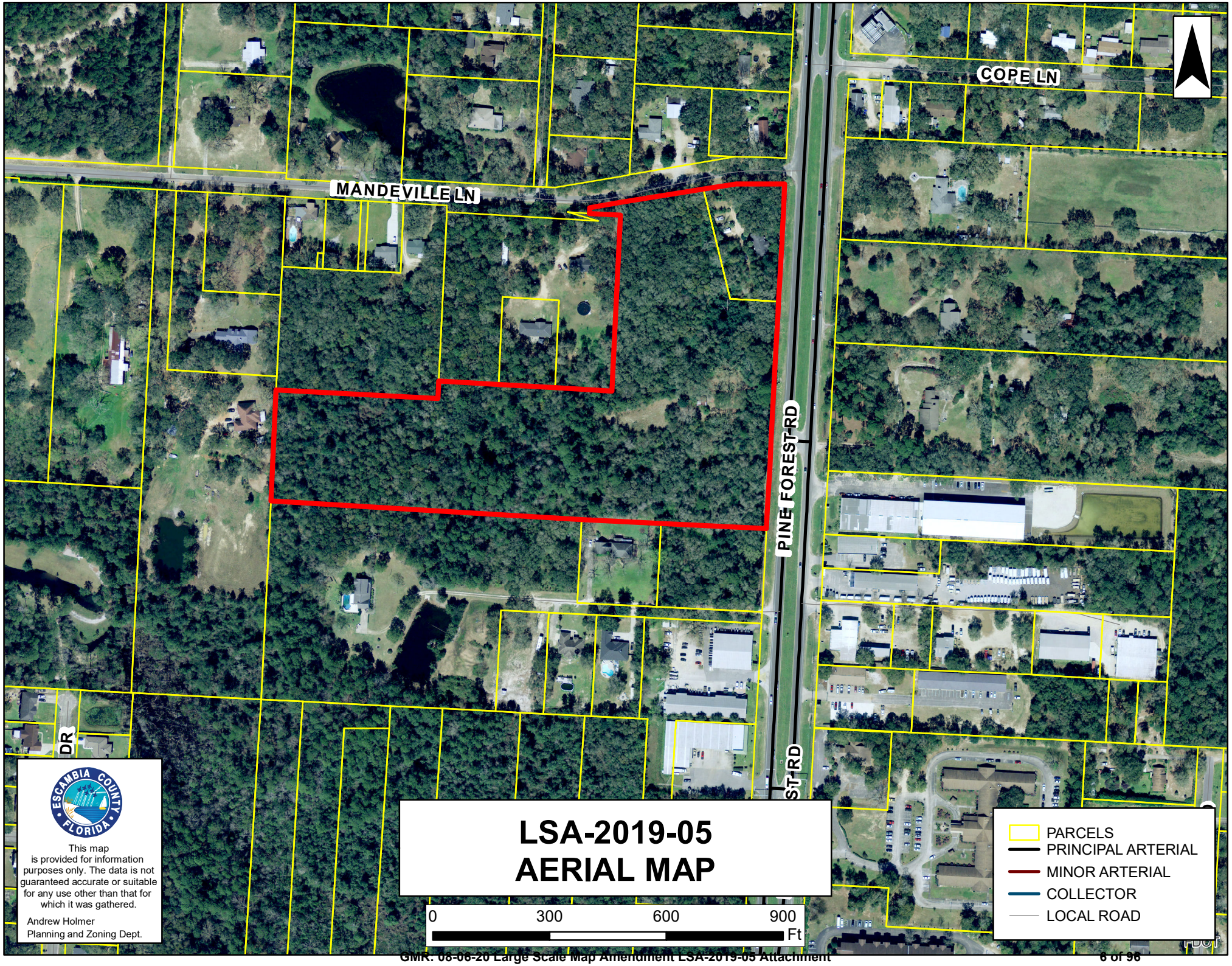
Andrew Holmer
Planning and Zoning Dept.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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking south from northern parcel



Looking north from subject parcel



Looking onto corner parcel to the north



Another view into
the southern parcel



Looking east across Pine Forrest Rd



Looking southeast across Pine Forest Rd



Looking east across Pine Forest Rd from another point on the parcel



Looking south from southern most part of parcel



Looking west onto subject parcel



Looking at 7055
Pine Forest Rd



Looking toward corner parcel

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

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

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT ✓
Current FLU: C Desired FLU: MU-U Zoning: HDMU/Con Taken by: A Lindsay
Planning Board Public Hearing, date(s): December 3, 2019

BCC Public Hearing, proposed date(s): _____

Fees Paid 2,969.50 Receipt # _____ Date: _____

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

Name: Eric Gleaton

Address: 102 W Nine Mile Rd

City: Pensacola State: FL Zip Code: 32526

Telephone: (850) 572-5130

Email: ericgleaton@ericgleaton.com

DESCRIPTION OF PROPERTY:

Street address: 7045 & 7055 Pine Forest Road Pensacola, FL 32534

Subdivision:

Property reference number: Section 24 Township 1S Range 31W
4230 000 020
Parcel 3140 Lot 000 Block 000

Size of Property (acres) 14.4

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

Eric Gleaton ERIC GLEATON 10-8-19
Signature (Property Owner) Printed Name Date

Chris Thompson 10-8-19
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 102 E. Nine Mile Road

City: Pensacola State: FL Zip: 32534

Telephone (850) 572 - 5130 Fax # (850) 572 - 5130

Email: ericgleaton@ericgleaton.com

STATE OF Escambia
COUNTY OF Florida

The forgoing instrument was acknowledged before me this 8 day of October, year of 2019 by, Eric Gleaton who ( ) did (~~)~~ did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current DL G435-212-55-175 as identification.

Vivian Gilmore 10-8-19 Vivian Gilmore
Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

VIVIAN K. GILMORE
MY COMMISSION # GG 112718
EXPIRES: June 7, 2021
Bonded Thru Notary Public Underwriters

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7045/7055 Pine Forest Road, Pensacola, Florida, Property Reference Number(s) 241S314230000020 & 241S313140000000, I hereby designate Chris Thompson, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 8th day of October, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Eric Gleaton 10-8-19 ERIC GLEATON
Signature of Property Owner Date Printed Name of Property Owner

10-8-19 Chris Thompson
Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8 day of October, year of 2019, by Eric Gleaton who ( ) did (X) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current DL 435-212-55-175-0 as identification.

Vivian Gilmore 10-8-19 Vivian Gilmore
Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

VIVIAN K. GILMORE
MY COMMISSION # GG 112718
EXPIRES: June 7, 2021
Bonded Thru Notary Public Underwriters

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Pine Forest Residential Development

Property reference #: Section 24 Township 1S Range 31W

Parcel # 241S31423000020 241S313140000000

Project Address: 7045 Pine Forest Road

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 8 DAY OF OCT., 2019

Eric Gleaton — ERIC GLEATON
Owner's signature — Owner's name (print)

Chris Thompson
Agent's signature — Agent's name (print)

OR 3004 PG 240

QUIT CLAIM DEED

D. S. PD. # 2.75
DATE 5-14-91
JOE A. FLOWERS, COMPTROLLER
BY Frances B. Walker D.C.
CERT. REG. #59-2043328-27-01

Hayes' Form 133 PRINTED AND FOR SALE BY HAYES PRINTING CO. PENSACOLA FLA 18378

400 + 1.50
2.75
13.75

State of Florida.

ESCAMBIA County

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT

for and in consideration of Ten Dollars and other good and valuable considerations - - - - - - - - - - - - - - DOLLARS,

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto

ERIC LYNN GLEATON

188 E. Pine Rd. Pensacola FL 32534

his heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence South 00°19'10" West for a distance of 300.00' for the Point of Beginning: thence continue along the same course for a distance of 25.00 feet; thence North 89°50'30" east for a distance of 125.00'; thence North 00°19'10" East for a distance of 25.00 feet; thence south 89°50'30" West for a distance of 125.00 feet to the Point of Beginning containing 0.07 Acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 13th day of ~~March~~ MAY A.D. 19 91

William M. Bramblett (SEAL)

Robbie D. Bramblett (SEAL)

Signed, sealed and delivered in the presence of

Earle D. Mussafer

Betty Summerlett

This instrument was prepared by:

ERIC GLEATON

88 E 9 Mile RD

Address

OR 3004 PG 241

State of FLORIDA

County of ESCAMBIA

This day, before the undersigned Notary Public, personally appeared WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT,

to me well known to be the individual described in and who executed the foregoing Quit Claim Deed, and acknowledged that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 13th day of May, 1991.

Notary

My commission expires: 12-9-92

87 5304

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON

MAY 14 12 29 PM '91

Re-Rec 1/50

THIS DEED IS BEING RE-RECORDED TO CORRECT A TYPOGRAPHICAL ERROR IN THE LEGAL DESCRIPTION.

ORB 2773 PG 473
ORB 2765 PG 554

STATE OF FLORIDA)
: WARRANTY DEED
COUNTY OF ESCAMBIA)

KNOW ALL MEN BY THESE PRESENTS, that JACK D. ALSIP and CAROLINE D. ALSIP, husband and wife, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto ERIC LYNN GLEATON whose tax identification number is [redacted] and whose address is 1941 WOODBRIDGE, PENSACOLA, FLORIDA 31514, heirs, personal representatives, successors and assigns, forever, the following real property, situate, lying and being in the County of ESCAMBIA, State of Florida, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO, MADE A PART HEREOF, AND MARKED EXHIBIT 'A'.

D.S. PD. $ 280.00
DATE Oct. 10, 1989
JOE A. FLOWERS, COMPTROLLER
BY: Barbara Bethea D.C.
CERT. REG. #59-2043328-27-01

(Parcel Tax Identification #_____)

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any.

TO HAVE AND TO HOLD, unto the Grantee, his heirs, successors and assigns forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And we covenant that we are well seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free from all encumbrances and that we, our heirs, personal representatives, successors and assigns, the said Grantee, his heirs, personal representatives, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 9th day of October, 1989.

Signed, sealed and delivered in the presence of:

Jack D. Alsip
JACK D. ALSIP

Caroline D. Alsip
CAROLINE D. ALSIP

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 1989, by JACK D. ALSIP and CAROLINE D. ALSIP, husband and wife.

Notary Public
My commission expires: 6/19/93

This instrument prepared by:
James J. Reeves
Attorney at Law
730 Bayfront Parkway, Suite 4-B
Pensacola, FL 32501

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the POINT OF BEGINNING; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet; thence South 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 feet; thence North 00°19'10" East a distance of 325.00 feet to the POINT OF BEGINNING.

PARCEL 2:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 63.00 feet to the South right-of-way line of Mandevile Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the POINT OF BEGINNING; thence continue along the same course a distance of 208.98 feet; thence South 00°03'58" West a distance of 15.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" West a distance of 450.00 feet; thence South 00°03'58" West a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distance of 283.66 feet; thence North 89°45'27" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 feet; thence North 00°19'10" East a distance of 610.13 feet to the POINT OF BEGINNING.

PARCEL 3:
Commencing at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence North 00°19'10" East along the East line of said Northeast 1/4 of the Southwest 1/4 a distance of 129.00 feet to the Easterly extension of the North right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said North right-of-way line a distance of 181.99 feet for the POINT OF BEGINNING; thence continue along said North right-of-way line South 77°08'51" West a distance of 275.24 feet; thence North 00°19'10" East a distance of 60.49 feet; thence North 89°50'30" East a distance of 268.01 feet to the POINT OF BEGINNING.

OCT 31 4 54 PM '85

754397

Recorded in Public Records 10/30/2015 at 12:42 PM OR Book 7429 Page 529, Instrument #2015083317, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $455.00

Prepared By:
Thomas G. Van Matre, Jr.
Taylor & Van Matre, P.A.
4300 Bayou Blvd., Suite #16
Pensacola, Florida 32503
File Number: TVM15-2072
Sales Price $65,000.00

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated **October 29, 2015**
by
WILEY MARVIN BRAMBLETT, as to an undivided one-third (1/3) interest and PATRICIA MAE BRAMBLETT COTTON, as to an undivided one-third (1/3) interest and CLARA A. BRAMBLETT SHULER, as to an undivided one-third (1/3) interest
whose post office address is:
6750 KLONDIKE ROAD, PENSACOLA, FL 32526
hereinafter called the GRANTOR, to
ERIC GLEATON
whose post office address is:
102 E. 9 MILE ROAD, PENSACOLA, FL 32534
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

Begin at the Northeast corner of the Southeast Quarter of the Southwest Quarter, South 89 degrees 50 minutes 30 seconds West 50 feet to West R/W line of Pine Forest Road (150 ft R/W), North 0 degrees 19 minutes 10 seconds East along the West R/W line 63 feet to South R/W of Mandeville Lane for POB, South 89 degrees 50 minutes 30 seconds West along the South R/W of Mandeville Lane 125 feet, South 77 degrees 08 minutes 51 seconds West 87 feet, South 16 degrees 30 minutes 12 seconds East 292.70 feet, North 89 degrees 50 minutes 30 seconds East 125 feet to West R/W of Pine Forest road, North along the West R/W of road 300 feet to Point of Beginning.

Parcel ID Number:241S31-3140-000-000
THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTORS.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

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

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

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

Signed, sealed and delivered in our presence:

Witness Printed Name YVONNE BOUDREAUX

Witness Printed Name

Witness Printed Name

Witness Printed Name

Wiley Marvin Bramblett (Seal)
WILEY MARVIN BRAMBLETT

Patricia Mae Bramblett Cotton (Seal)
PATRICIA MAE BRAMBLETT COTTON

BK: 7429 PG: 530

Witness Printed Name

Witness Printed Name

Clara A. Bramblett Shuler (Seal)
CLARA A. BRAMBLETT SHULER

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**WILEY MARVIN BRAMBLETT** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**PATRICIA MAE BRAMBLETT COTTON** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**CLARA A. BRAMBLETT SHULER** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

BK: 7429 PG: 531 Last Page

RESIDENTIAL SALES
ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: PINE FOREST ROAD

LEGAL ADDRESS OF PROPERTY:
7055 PINE FOREST ROAD, PENSACOLA, Florida 32526

THE COUNTY HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE. (STATE ROAD)

This form completed by: TVM15-2072
Taylor & Van Matre, P.A.
4300 Bayou Boulevard ,Suite 16
Pensacola , Florida

AS TO SELLER(S):

- Witness

- Witness

WILEY MARVIN BRAMBLETT - Seller

PATRICIA MAE BRAMBLETT COTTON - Seller

CLARA A. BRAMBLETT SHULER - Seller

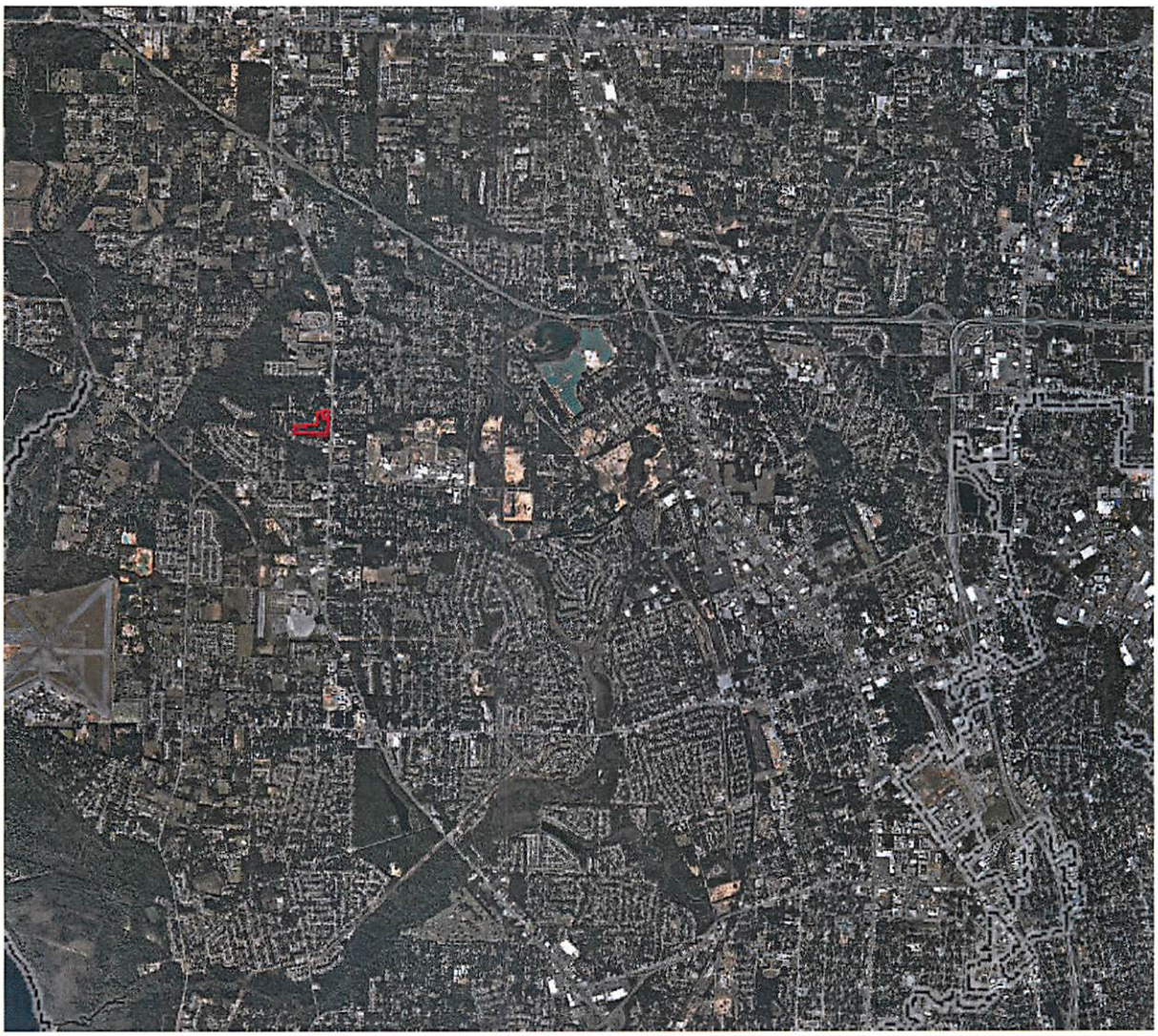
AS TO BUYER(S):

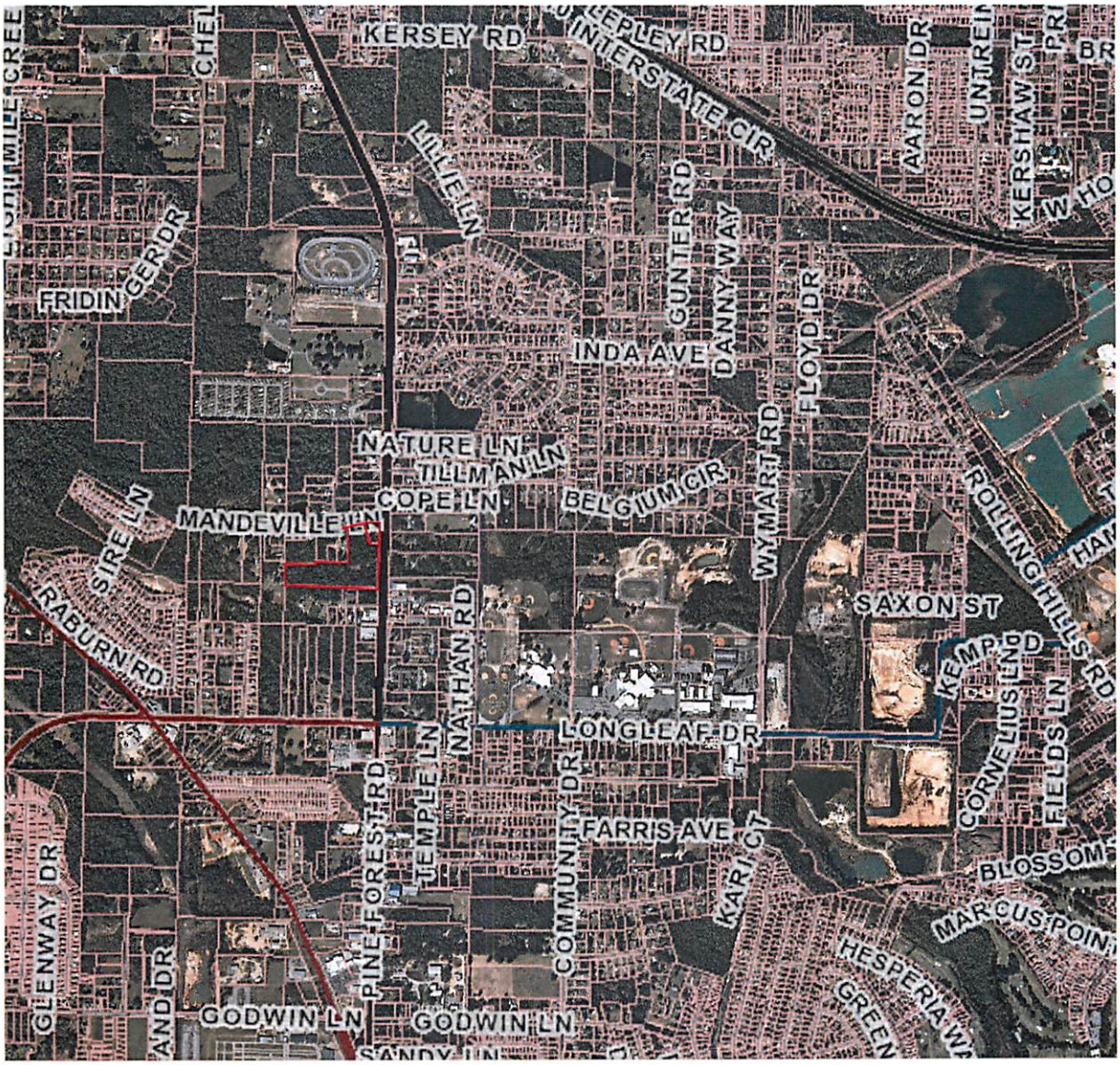
- Witness

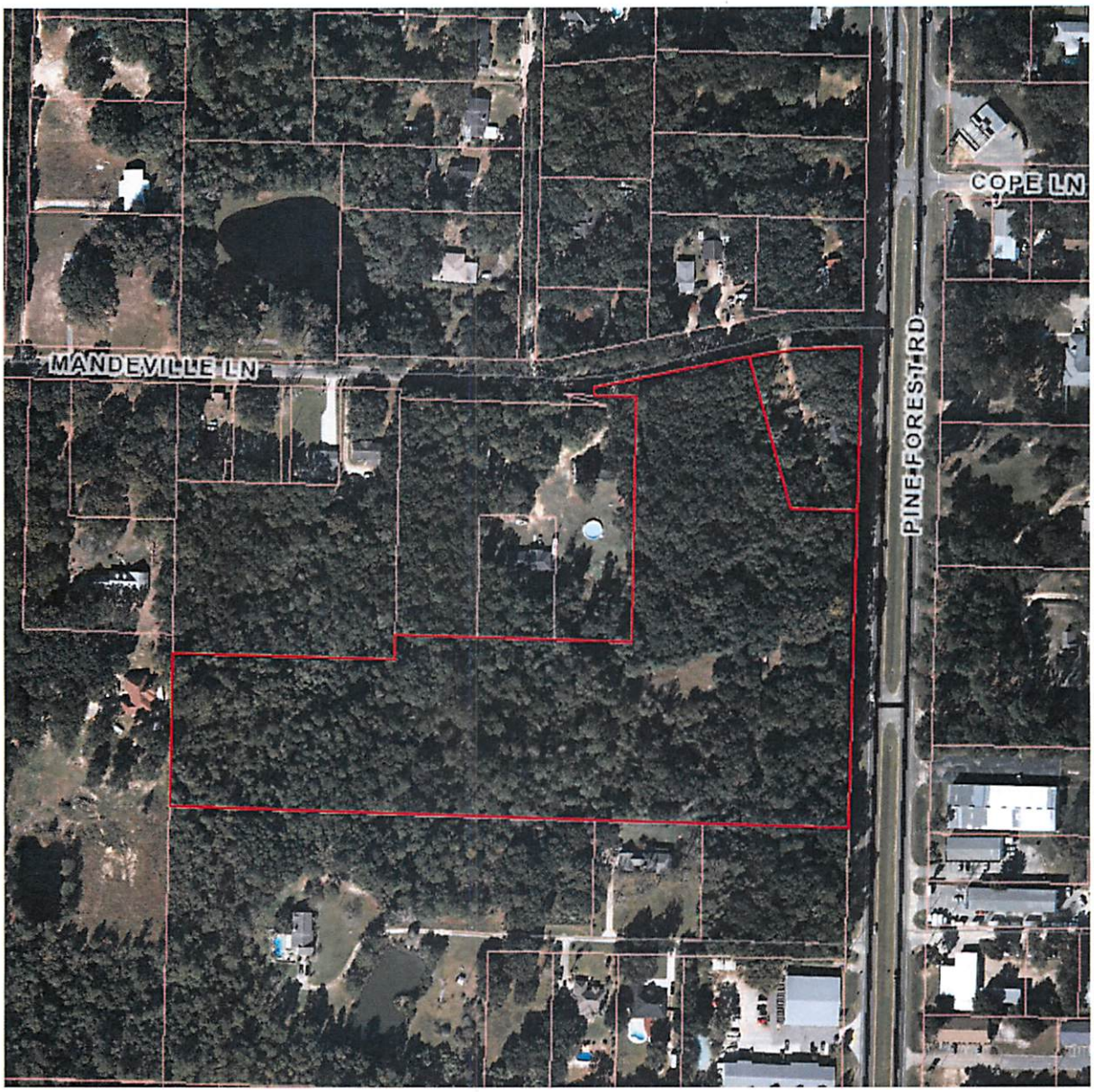
- Witness

ERIC GLEATON - Buyer

- Buyer




KERSEY RD
INTERSTATE CIR
LILLIE LN
GUNTER RD
DANNY WAY
AARON DR
KERSHAW ST
FRIDIN GER DR
INDA AVE
FLOYD DR
NATURE LN
TILLMAN LN
COPE LN
BELGIUM CIR
WYMART RD
ROLLING HILLS RD
MANDEVILLE LN
SIRE LN
RABURN RD
NATHAN RD
SAXON ST
KEMP RD
LONGLEAF DR
CORNELIUS LN
FIELDS LN
TEMPLE LN
PINE FOREST RD
COMMUNITY DR
FARRIS AVE
KARI CT
BLOSSOM
MARCUS POINT
GLENWAY DR
HESPERIA
GODWIN LN
GODWIN LN
SANDY LN


COPE LN
MANDEVILLE LN
PINE FOREST RD

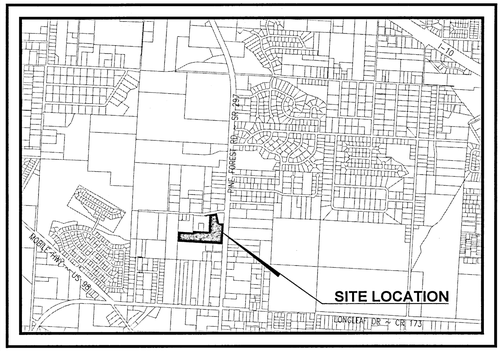
We are requesting a FLU Amendment for two parcels located at 7045 Pine Forest Road and 7055 Pine Forest Road. Respectively, the Parcel Reference numbers are 241S314230000020 and 241S313140000000. The total acreage of the properties is 14.4acres. Below are the legal descriptions.

7045 Pine Forest Road (241S314230000020):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 00 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W LI OF MANDEVILLE LN (R/W VARIES) S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT FOR POB CONT S 77 DEG 08 MIN 51 SEC W 58 96/100 FT S 0 DEG 19 MIN 10 SEC W 610 13/100 FT N 80 DEG 52 MIN 28 SEC E 270 78/100 FT TO W R/W OF PINE FOREST RD N 0 DEG 19 MIN 10 SEC W ALG W R/W LI 300 FT S 89 DEG 50 MIN 30 SEC W 125 FT N 16 DEG 30 MIN 12 SEC W 292 7/10 FT TO POB AND BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG SD W R/W LI 63 FT TO S R/W LI MANDEVILLE LN S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT CONT ALG R/W LI S 77 DEG 08 MIN 51 SEC W 145 96/100 FT FOR POB CONT ALG SAME COURSE 208 96/100 FT S 00 DEG 03 MIN 58 SEC W 15 FT N 89 DEG 50 MIN 30 SEC E 59 76/100 FT S 00 DEG 03 MIN 58 SEC W 450 FT S 89 DEG 50 MIN 30 SEC W 450 FT S 00 DEG 03 MIN 58 SEC W 45 FT S 89 DEG 50 MIN 30 SEC W 420 FT TO W LI OF SE 1/4 OF SW 1/4 S 00 DEG 03 MIN 58 SEC W ALG SD W LI 283 66/100 FT N 89 DEG 45 MIN 27 SEC E 1277 33/100 FT TO W R/W LI OF PINE FOREST RD N 00 DEG 19 MIN 10 SEC E ALG SD W R/W LI 269 80/100 FT S 80 DEG 52 MIN 28 SEC W 270 78/100 FT N 00 DEG 19 MIN 10 SEC E 610 13/100 FT TO POB OR 2773 P 473 OR 3004 P 240

7055 Pine Forest Road (241S313140000000):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W OF MANDEVILLE LN FOR POB S 89 DEG 50 MIN 30 SEC W ALG S R/W OF MANDEVILLE LN 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT S 16 DEG 30 MIN 12 SEC E 292 70/100 FT N 89 DEG 50 MIN 30 SEC W 125 FT TO W R/W OF PINE FOREST RD N ALG W R/W OF RD 300 FT TO POB OR 7429 P 529 OR 7446 P 869



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE

0 30 60 120

(IN FEET)

1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

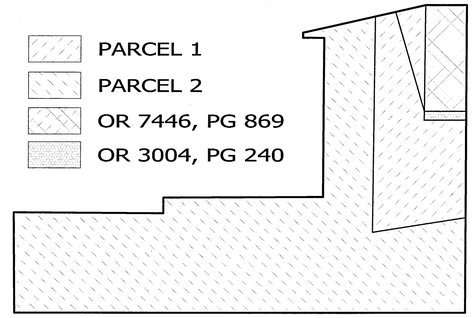
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89°50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00°19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.

AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 – 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL–TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190–2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48–00–D04HV HAVING A PUBLISHED ELEVATION OF 99.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435–9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

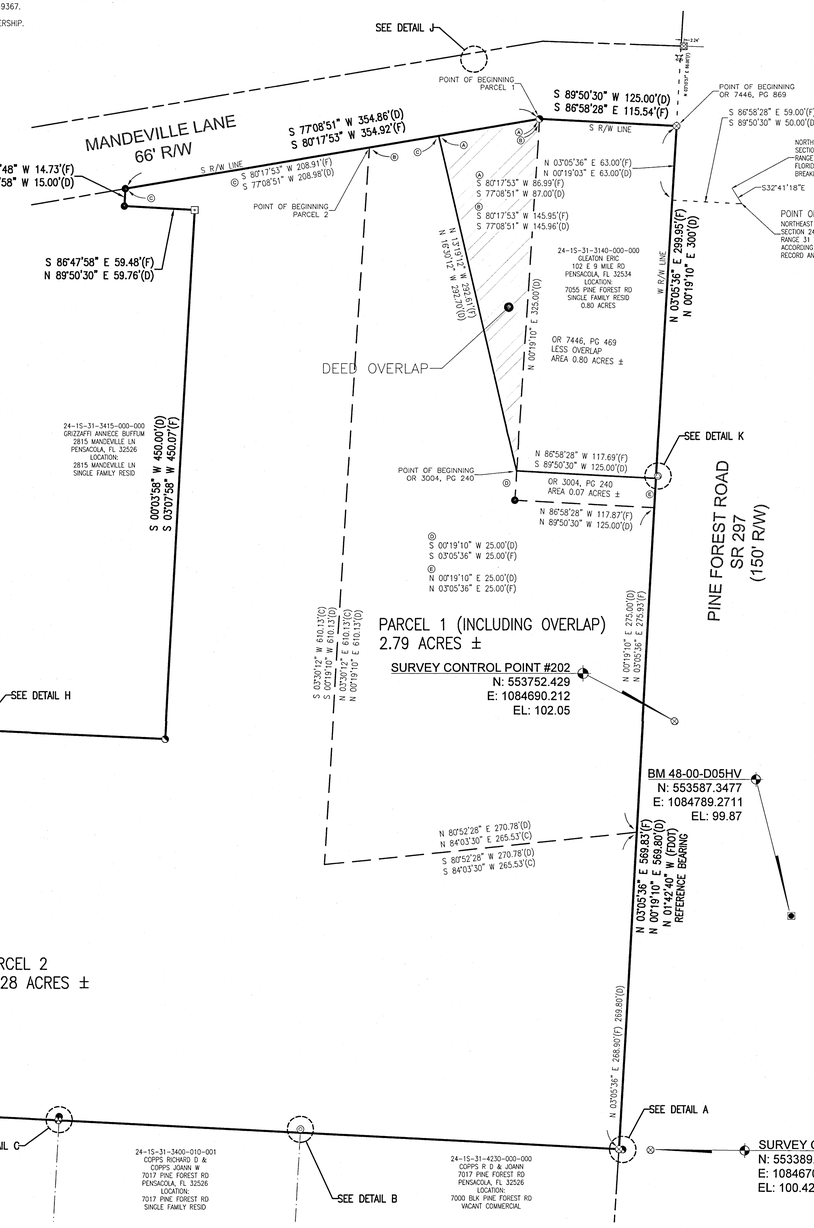


PARCEL KEY
(NTS)

LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	CHAIN LINK FENCE	TELEPHONE JUNCTION BOX ON CONC PAD	LICENSED SURVEYOR NUMBER
FOUND 1/2" DIA CAPPED IRON ROD (LB5112/"DRB"/"BUTLER")	WOOD PANEL FENCE	GUY WIRE ANCHOR	MITERED END SECTION
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	MISCELLANEOUS FENCE (TYPE NOTED)	WOOD UTILITY POLE	MONUMENTED
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	OVERHEAD UTILITIES	GALVANIZED STEEL FENCE POST (NO FENCE)	NORTH AMERICAN VERTICAL DATUM 1988
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)	DROP INLET	MAILBOX	NOT TO SCALE
FOUND 1" DIA IRON PIPE (UNNUMBERED)	WATER VALVE	BORE	OFFICIAL RECORD BOOK
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)	FIRE HYDRANT	SINGLE SUPPORT SIGN	PAGE
FOUND BOLT (UNNUMBERED)	ELECTRIC METER	FDOT REFLECTOR	REINFORCED CONCRETE PIPE
FOUND AXLE (UNNUMBERED)	BURIED GAS LINE MARKER	SPOT ELEVATION	RIGHT–OF–WAY
FOUND PK NAIL (UNNUMBERED)	BURIED PROPANE TANK	ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS	STATE ROAD
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)	TELEPHONE MANHOLE	BENCHMARK	TOP OF WALL
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)	BURIED FIBER OPTIC CABLE MARKER	BACK OF CURB	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)	COMMUNICATIONS VAULT (SQUARE)	BOTTOM OF WALL	
SET BENCHMARK	COMMUNICATIONS VAULT (ROUND)	(C) CALCULATED PER DEED	
LINE SHOWN NOT TO SCALE			

CONC	CONCRETE	LS	LICENSED SURVEYOR NUMBER
CMP	CORRUGATED METAL PIPE	MES	MITERED END SECTION
(D)	DEED INFORMATION	MON.	MONUMENTED
(D2)	DEED INFORMATION PER O.R. 5715, PG 979	NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
DIA	DIAMETER	NTS	NOT TO SCALE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	O.R.	OFFICIAL RECORD BOOK
EOP	EDGE OF PAVEMENT	PG	PAGE
EL	ELEVATION	RCP	REINFORCED CONCRETE PIPE
(F)	FIELD INFORMATION	R/W	RIGHT–OF–WAY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SR	STATE ROAD
H/W	HEADWALL	TOW	TOP OF WALL
INV	INVERT		
LB	LICENSED SURVEYING BUSINESS NUMBER		



AREA BREAKDOWN
PARCEL 1 (INCLUDING OVERLAP): 2.79 ACRES ±
PARCEL 2: 10.28 ACRES ±
OR 7446 PG 469 (LESS OVERLAP): 0.80 ACRES ±
OR 3004 PG 240: 0.07 ACRES ±
TOTAL AREA = 13.94 ACRES ±

PARCEL 2
10.28 ACRES ±

TREE LEGEND:

BAY
CYPRESS
ELM
MAGNOLIA
OAK
PALM

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-5503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYS AS ADOPTED AND ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN GARY ROUTAN, PROFESSIONAL SURVEYOR, LICENSE NO. 4289 — DATE 11/21/19

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 60'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

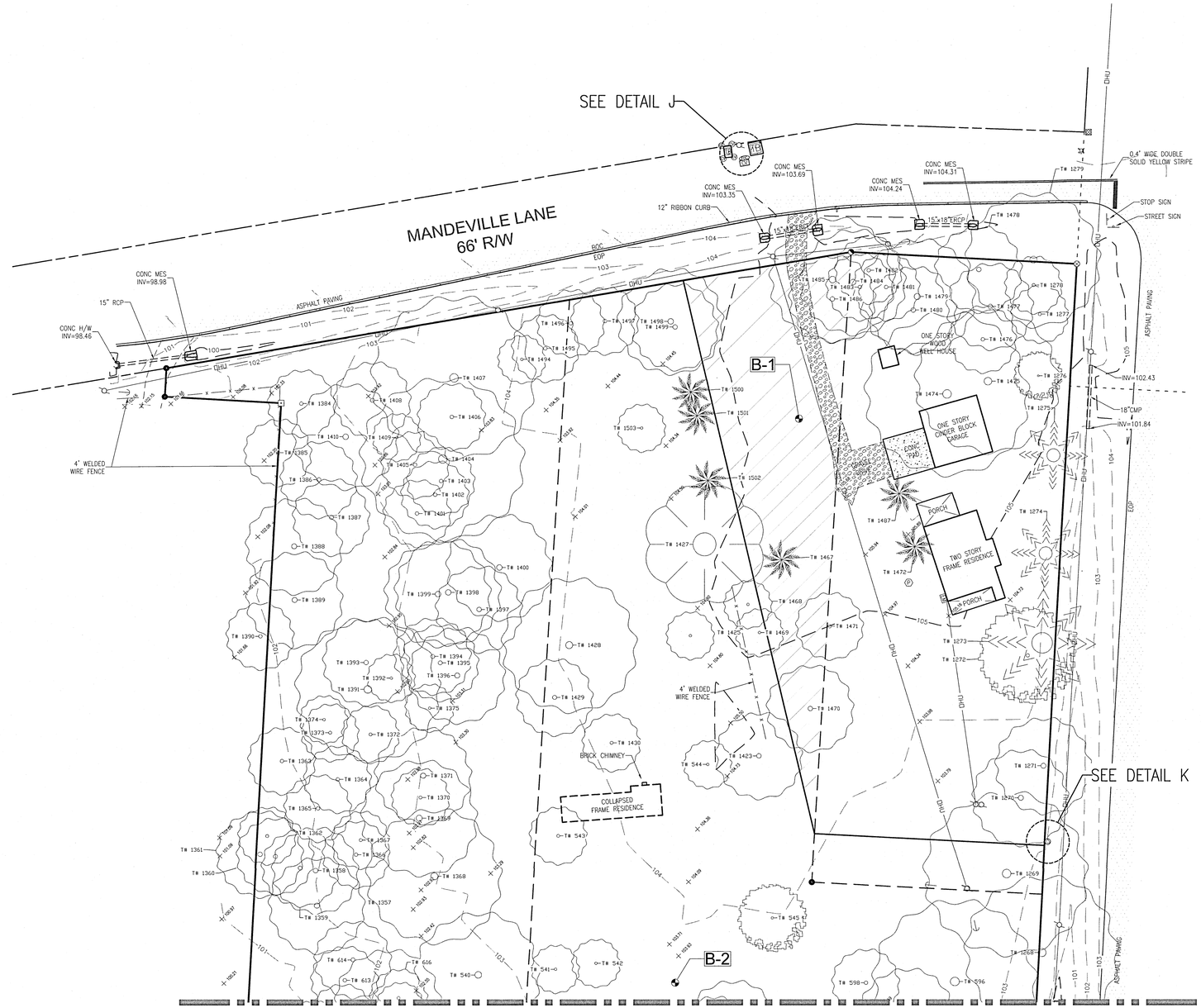
NORTH

HORIZONTAL SCALE

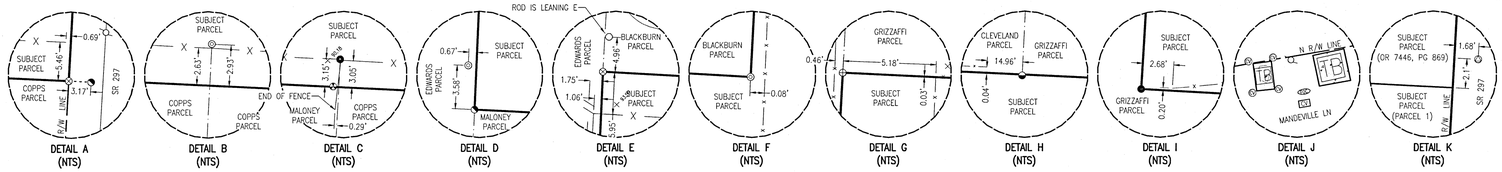
0 15 30 60

(IN FEET)

1 INCH = 30 FT.



MATCHLINE A - SEE SHEET 2



SHEET 2 OF 4

NOTE UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269

11/21/19
DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

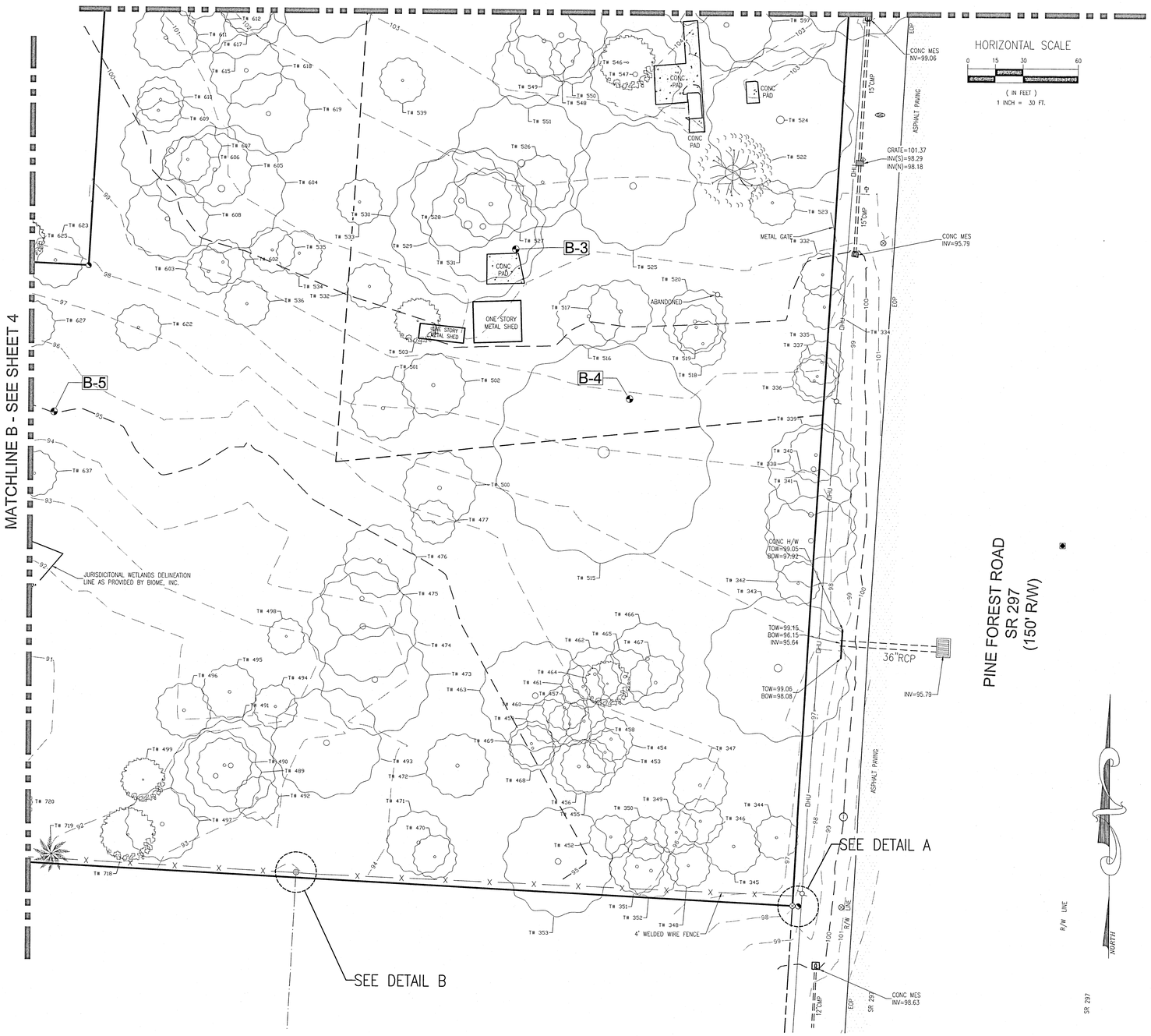
Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35"	15"-18" SPLIT
502	OAK	35"	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35"	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35"	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35"	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"



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SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON, TO BE CORRECT AND CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4808

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

McKIM & CREED
1208 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9505
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526
SECTION-24 TOWNSHIP-1S RANGE-31W
ESCAMBIA COUNTY, FLORIDA

SHEET 3 OF 4

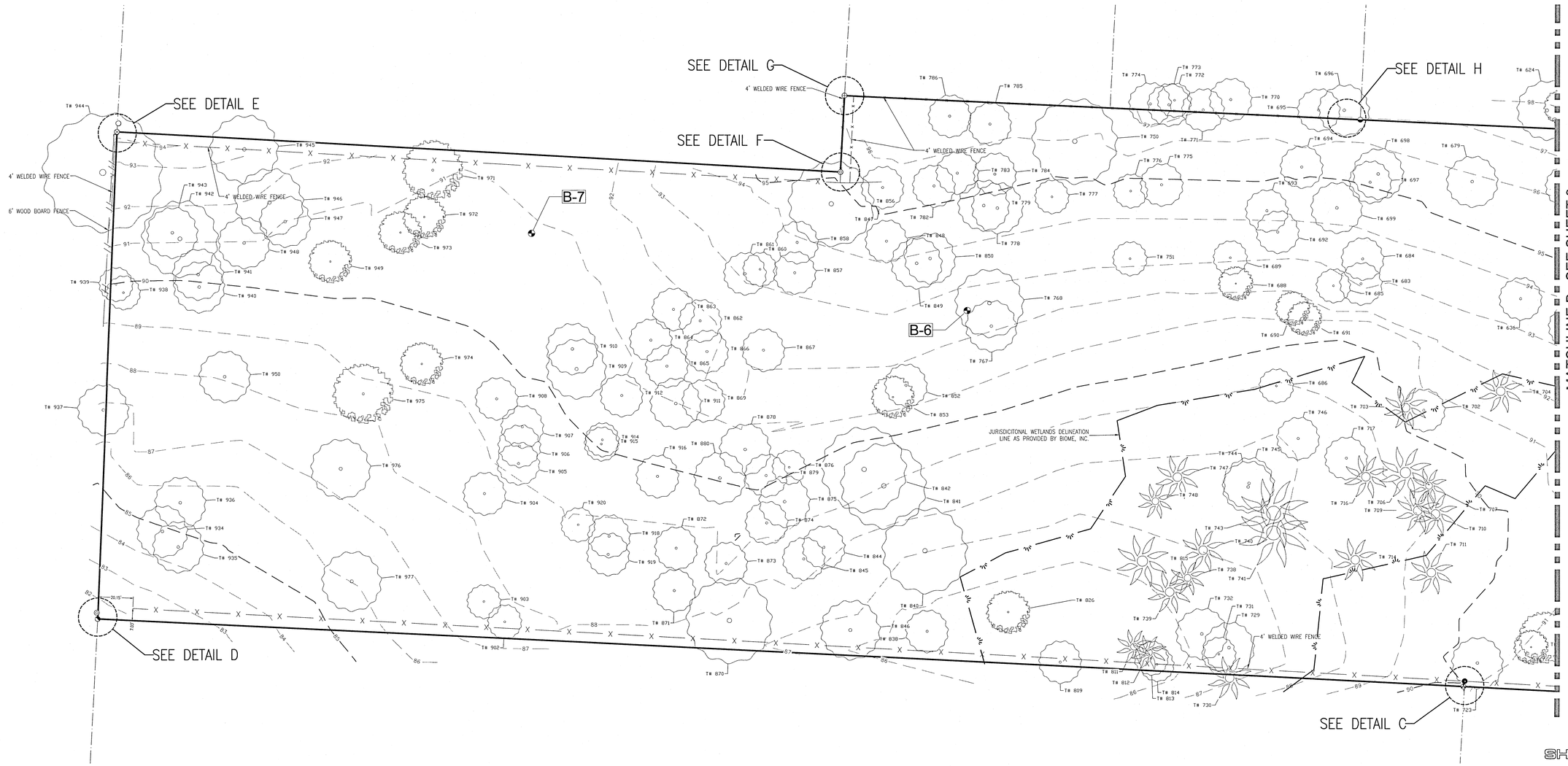
TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"



HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

McKIM&CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9505
FL Surveying Business #LB7917
FL Certificate of Authorization 28888
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 472.027 FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6208 - DATE
PROFESSIONAL LAND SURVEYOR AND MAPPER

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 4 OF 4

NELSON THAXTON.
NELSON THAXTON LAND SURVEYING
1005 PALISADE ROAD
PENSACOLA, FL 32504
(850) 474-1393

BOUNDARY SURVEY OF:
A PARCEL OF LAND IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
FOREST PINE FOREST R.W.

DESCRIPTION (AS FURNISHED)

PARCEL 1:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 60.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the POINT OF BEGINNING; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet; thence South 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 feet; thence North 00°19'10" East a distance of 323.00 feet to the POINT OF BEGINNING.

PARCEL 2:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 60.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the POINT OF BEGINNING; thence continue along the same course a distance of 200.00 feet; thence South 00°03'58" West a distance of 59.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" West a distance of 450.00 feet; thence South 00°03'58" West a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distance of 283.66 feet; thence North 89°49'47" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 feet; thence North 00°19'10" East a distance of 610.13 feet to the POINT OF BEGINNING.

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL

-This survey is not covered by professional liability insurance.
-The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting the title or boundary of the subject property. It is possible there are deeds of record, unrecorded dated deeds, easements or other instruments which could affect the boundary as shown hereon.
-I hereby certify the survey shown hereon to: ERIC CLEATON

W. NELSON THAXTON
REGISTERED LAND SURVEYOR
Florida Cert. No. 4812
DATE

PREPARED FOR: ERIC CLEATON		REVISIONS
FIELD DATE: 10-31-07	FIELD BOOK/PAGE: 2007-10	
SCALE:	CAD-FILE: PINE FOREST	
JOB #:	PARTY CHIEF INITIALS: NT	DISK:

SHEET 2 OF 2

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

DATA AND ANALYSIS REQUIREMENTS

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

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

A. Sanitary Sewer

ECUA has confirmed infrastructure and service available to service development under the requested FLU designations. See letters from ECUA attached.

B. Solid Waste Disposal

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

C. Potable Water

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

D. Stormwater Management

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

E. Traffic

Access to the parcels will mainly be from Pine Forest, a median cut currently exists in front of 7045 Pine Forest road for our use. There is anticipated to be a rear entrance on Mandeville as well. Any access and traffic issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

F. Recreation and Open Space

Any recreation and open space issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

G. Schools

As we are proposing a FLU Amendment for residential purposes, the below schools will be affected:

1) Beulah Elementary School
2) Beulah Middle School
3) Pine Forest High School

H. Power

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

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

2. Proximity to and impact on the following:
A. Wellheads (indicate distance and location to nearest wellhead)

The nearest wellhead according to county GIS records is at the crossing of Dunaway Lane and Eight Mile Creek Road, approximately 6,300 feet away. The proposed two parcels are well outside the 7 and 20 year Well-head protection areas as indicated below:



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

Florida Master Site File, Division of Historical Resources, has indicated there are no previously recorded cultural or historical resources in the proposed Amendment area. Please see the attached letter as Exhibit.

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

According to County GIS and US Fish and Wildlife Wetlands Mapper, there are no reported wetlands on either of the two parcels. No endangered species have been reported. Any Natural Resource issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

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

The proposed Future Land Use Amendment Application is consistent with the overall plans contained within the Escambia County Comprehensive Plan 2030.

Mixed-Used Urban (MU-U) Future Land Use is consistent with many parcels along Pine Forest, which is comprised of a mix of Commercial and MU-U parcels directly on the road. Consistent with the residential element found along the roadway, with many homes laying directly off Pine Forest, we are looking to keep with the character that is currently there.

EMERALD COAST
UTILITIES AUTHORITY

October 9, 2019

.
7045 PINE FOREST RD
32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Sanitation and Water at 7045 PINE FOREST RD A RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

DeAndra Brand
Customer Service Representative

EMERALD COAST
UTILITIES AUTHORITY

October 10, 2019

Robert C Foust
7055 Pine Forest Rd
Pensacola, FL 32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Water and Sanitation at 7055 PINE FOREST RD RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

Cassandra Strickland
Customer Service Representative

Gulf Power

October 10, 2019

Spencer Leeper
sleeper@southpalafox.com
815 S. Palafox St.
Pensacola, FL 32520

RE: Power availability
7045 & 7055 Pine Forest Rd.
Pensacola, FL 32526

Dear Mr. Spencer:

Gulf Power Company has three phase electric facilities available along the west side of Pine Forest Rd. at the property in question. There is sufficient capacity for three phase overhead or underground service and single phase service if required.

Though three phase power is available, there may be charges associated with service depending on qualifying load and type of service requested. The service voltage and point of attachment will be determined upon receipt of final plat and electrical panel schedules.

Depending on the loads and the decision to have overhead or underground there may be some additional cost.

If you have any questions, please contact me at paul.cazenavette@fpl.com 850-429-2818.

Sincerely,

Paul J. Cazenavette

Paul J. Cazenavette
Sr. Technical Specialist
Gulf Power Company
Pensacola, FL

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

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

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

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

Township: 1South (North or **South**) *Range:* 31 West (East or **West**)

Sections (include all affected): 24

County (include all affected): Escambia County USGS Quad (if known): West Pensacola

---

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

Return To:
Name: Spencer Leeper
Organization: South Palafox Construction
Phone: 8504183816 Fax: 8503781008
Address: 815 S. Palafox St, 3rd Floor
Pensacola, FL 32502
Email: sleeper@southapalafox.com

Agency/Permit/Project requiring search: Pine Forest Development, FLU MU-U Amendment

Florida Master Site File

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

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

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 4, 2019

Florida Master Site File

Spencer Leeper
South Palafox Group
815 South Palafox Street, 3rd Floor
Pensacola, FL 32502
Phone: 850.777.3100
Email: sleeper@southpalafox.com

In response to your inquiry of October 4, 2019, the Florida Master Site File lists no previously recorded cultural or historical resources found in the following section of Escambia County:

T01S, R31W, Section 24 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2019-05 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	7045 & 7055 Pine Forest Road
Parcel #s:	24-1S-31-4230-000-020, 24-1S-31-3140-000-000
Acreage:	10.28 (+/-) acres, 3.66 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	Chris Thompson, Agent for Eric Gleaton, Owner
Meeting Dates:	Planning Board, December 5, 2019 BCC January 7, 2019 (Transmittal)

Site Description and Summary of Proposed Amendment:

The area includes parcels 24-1S-31-4230-000-020, 24-1S-31-3140-000-000, located on Pine Forest road just north of Blue Angel Parkway.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided a letter from ECUA stating services for water and sanitation are provided by ECUA. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of*

application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Based on Escambia County Property Appraiser records, the parcels are within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Pine Forest Road, which is a FDOT road, classified as an arterial roadway. Any new development will have to submit an application for Development Review Process.

Transportation & Traffic Operations (TTO) Comments – LSA-2019-05

TTO Staff has reviewed the LSA-2019-05 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a

corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are: Beulah Elementary, Beulah Middle, and Pine Forest High. An increase of residential dwellings may influence student population projections, requiring the plan to be reviewed and approved through the Site Plan Review process.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

Approval of the amendment would allow for the proposed Future Land Use to be consistent with the existing zoning and allow more residential density which will be compatible with the surrounding residential uses.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the GIS wellhead protection areas layer, there are wellhead protection areas to the north of this site, however, this property is not located in a wellhead protection area, and will not impact the wellhead area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: A letter from the Historical Resources was provided which states no historical resources were found to be on site. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction and technical assistance from the State.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development at this time. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development. Any proposed development will be reviewed for impacts on the natural resources during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible infill development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: There are multiple residential and commercial developments along Pine Forest Rd. Any new proposed project will be required to meet the current regulations, as it relates to the availability of public services to support the requested densities and intensities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **November 25, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – LSA-2019-05**

TTO Staff has reviewed the LSA-2019-05, 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a corresponding daily volume threshold of 39,800. Near ~~Louisiana Dr~~ the subject property, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

LSA-2019-05

REZONING HEARING

FUTURE LAND USE 12/3/19 EAH

Opposition point of view



Skip Hardaway
2837 Mandeville Lane, Pensacola FL
850-255-6002 or email taaj33a@msn.com

INTRODUCTION

Residents in the Pine Forest area became aware of a request for rezoning of the 14,35 Ac. property to the right of Mandeville Lane as it enters the major arterial road Pine Forest (State Route 297).

The rezoning request would change zoning from C to MU-U and substantially change the character of the established community of homes distant from Pine Forrest Road, such as Mandeville Lane, by allowing a much higher density of people and structures.

FLU 12/3/19 (CC)

It is my intuition that the change in ~~zoning~~ request is insufficiently worded to convey the true impacts. The Letter of Request reads in part:

"We are requesting the Future Land Use (FLU) amendment for these two parcels on Pine Forrest in order to development [sic] residential properties. Currently, the present zoning under the current FLU of Commercial do not allow any residential use outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction."

This request gives the impression that the 14+Ac will eventually be developed as a sub-division of residential homes, the impacts of which would blend into the existing quality of life standard we enjoy without much adjustment or impact due to the continuation of a moderate density of dwellings.

However, I have been informed that there are various commercial interests that have been approached in relation to the construction of an apartment complex on this site following its' rezoning. This 14+ Ac apartment complex (funded from Louisiana I am told) of however many multiple floors, people, and cars will present huge problems and have a serious impact on personal safety due to traffic congestion and uncontrolled intersections, property damage due to inadequate drainage, and negative impacts on existing truly residential home values.

In the following pages I hope to present a compelling against this rezoning request.

Traffic Concerns

The poor pictures implying Pine Forest is a low volume roadway are extremely misleading. Pine Forrest Road, Route 297, is a major arterial roadway.

1) *To illustrate this please consider that Nine Mile Road is considered a major roadway and is being rebuilt to improve traffic issues. Its traffic count was estimated to be 19,000 drivers per day. This compares to 24,500 traffic count on Pine Forrest north of I-35. Little of that volume is lost as traffic from Navy Federal and others continues to all South bound locations. Much of this traffic compressed into morning and afternoon rush hours with very dense traffic patterns.*
2) *The filing makes reference to two Cross-over cuts across Pine Forest which facilitate turns into the property. These Turn Arounds are inadequate even now as they are only wide enough to handle 1 car at a time.*
    a. *There is no room for stacking in a "Left turn" lane and*
    b. *This forces the 2nd car desiring to turn to continue to the next (and only nearby) Cut or to slow down / stop in the moving passing lane of traffic.*
    c. *Two cars in the crossover block turns from opposing direction drivers.*
    d. *In heavy high speed bumper to bumper morning and afternoon rush hours it will be VERY hazardous for drivers of large numbers of new cars turning Right into traffic.*
    e. *It will be many multiples of danger higher trying to make a Left Hand turn, shooting the 2 lane gap to the "Cut" where it must again wait for a gap to turn Left. Heaven forbid any 2nd car trying to piggyback into the Gap. They will not fit*

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

12/3/19

IF THE FUTURE LAND USE ~~REZONING~~ ALLOWS THE BUILDING OF A LARGE APARTMENT COMPLEX, THEN THIS WORDING IS VERY MISLEADING FOR YOU.

and oncoming cars will not be able to change lanes or stop to avoid a collision.

f. *The cross-over Gap North of Mandeville Lane, where North bound cars will make a "U" turn back to Mandeville (where a rear entrance is mentioned to be built) is also very dangerous. There is only a small patch of pavement on the far Right to use to slow down as you enter Mandeville. It WILL NOT handle multiple cars stacking to turn onto Mandeville Lane and will present oncoming cars with impossible rush hour choices as they will often be unable to break or change lanes due to heavy traffic behind them.*
g. *The preferred entry to Pine Forrest will be from Mandeville as it will have "1st pick" of any of the few safe available gaps in rush hour traffic. That, in turn, will frustrate any driver leaving from the Southern Main entrance as it will seem to be NO Gaps available in rush hours. They will however make dangerous mistakes as they push into traffic.*
h. *Accidents which occur on Pine Forest Road are often violent and deadly due to the high speeds many vehicles maintain.*

Drainage

Please consider that this 14+ Ac. Sits on some of the highest land in the area. The Eastern section is relatively flat but then slopes rapidly to the South where the primary drainage must occur. This drainage route will go through several truly residential areas where the "Creek" is shallow and creek bed is not maintained to promote rapid handling of water runoff.

The other route is to drain down Mandeville Lane where there has already been a large drainage remedial project to prevent drainage, from the newly paved Mandeville Lane years ago, from entering a

home located at a low point in the road. This low point will be where upland drainage will gravitate. At best the drainage will make its way in to the lake behind the house and then overflow into creek North of its earthen dam. The condition of that dam is unknown and its adequacy to be placed into service during high rates of rainfall is also an unknown. However to place all this into a more immediately understandable framework consider this:

1) *If the 14+ Ac were true homes there would be yards and large green areas which would help absorb runoff. If the construction is apartments there will be little to absorb runoff as everything will be buildings and parking.*
2) *If rainfall is not readily absorbed almost all will flow downhill, maybe "Controlled" but downhill all the same. QUICK CALCULATTIONS SHOW THAT 14+Ac. WILL RUNOFF 336,000 GALLONS OF WATER FOR EACH 1 INCH OF RAINFALL. This water will cause others in the watershed problems to include flooding during the periods of heavy rainfall we have from time to time. The drainage to the South creeks cannot be reliably maintained and will back up. The more reliable Mandeville Road slough off will present a flood hazard to the low lying home and should the pond dam fail may cause other unknown damages.*
3) *The Zoning change requestor has letters from local and state agencies confirming the capacity to solve these problems. However the budget and therefore the adequacy of their solutions is unknown but should be known before zoning actions are approved.*

Other Builders in Play?

FLU 12/3/19 (E)

All of the ~~rezoning~~ requests affect the properties at the East end of Mandeville Lane. However, there is a recent flurry of activity at the West dead end of Mandeville Lane. There someone has attempted to clear a large area of land, apparently with the intention to build something of significant size. They had not pulled the proper

paperwork to continue and their clearing of the land stopped for the moment. At this time their intentions are not clear but two things seem reasonable:

KCO 12/3/19

1) *The ~~zoning~~ board must consider that the use of this parcel of land may come to them soon. This may compound any complications caused by this present zoning request. So, any approval of rezoning now may require a future denial of permits in the future for this other property.*
2) *It may be prudent to learn what this other property owner has in mind before approving the present rezoning request.*

Adverse effects on property values

The increases in automobile traffic with its attached increases in accident hazards and delays, plus the increase in population density will likely erode property values in the immediate area. I will be directly across the street on Mandeville. Any "Public good" to be had will come at my expense as I had planned to have home equity as a significant part of my retirement buffer. Seems unreasonable to have a dramatic change in property use which reduces home values. It would seem to me that a reduction of home values would be a reasonable and reliable indication that the change was not for the good of the established property owners but rather a transfer tax to in favor of large developers.

Thank you for your diligence in this regard,

Edward Hardaway

(1)

Florida Department of TRANSPORTATION

Northwest Florida Roads

TRAFFIC



US 90A (9 Mile Rd) from SR 297 to US29

Project Details

FDOT has awarded two construction contracts totaling $46 million to improve Nine Mile Road. Due to specific project requirements, the construction along Nine Mile Road has been divided into three segments, which will be referred to as the "project corridor."

Improvements along the project corridor include: (1) Widening Nine Mile Road from two to four lanes between Beulah Road and US 29. (2) Constructing a new bridge over Eleven Mile Creek. (3) Constructing new sidewalks and stormwater retention ponds. (4) Signalization improvements. (5) Drainage upgrades. (6) Adding buffered bike lanes.



SR 10 (US 90A) Nine Mile Road from SR 297 (Pine Forest Road) to SR 95 (US 29)

Photos | Map | Video

The planned construction work will enhance safety, improve mobility, and reduce congestion for the estimated 19,000 drivers who travel the roadway daily. In addition, the improvements underway support future economic development opportunities for Escambia County and Northwest Florida.

COMPARES TO ~~32,000~~ 24,500 ON PINE FOREST

Traffic Impacts

Construction activities are weather dependent and may be rescheduled in the event of inclement weather.

Note: All information is preliminary and subject to change without notice.

Project Overview

Project Number: 218605-3
Work Type: Add Lanes & Reconstruct
Status: UNDER CONSTRUCTION
Project Limits:
From SR 297 (Pine Forest Road) To SR 95 (US29)
Project Length: 2.411 miles
Estimated Completion: Fall 2020
Est. Construction Cost: $16.7 M
Project Manager: Dominic Richar

Project Documents

- Project Flyer
- Meeting Materials
- Text Alerts: Text the key word 9mileroad to 313131
- Project Facebook Page
- Project Instagram

Affected Areas

Roads: SR 10, US 90A, Nine Mile Road
Counties: Escambia
Cities: Ensley

Public Meetings

District 3 Public Meetings

Contact

Ben Smith
850-981-3000
Benjamin.Smith@dot.state.fl.us

10/15/2019

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Florida Department of Transportation
100 Years of Innovation, Mobility and Economic Development

Menu ? LoopNet Sign In Add a Listing

1a

This Land Property is no longer advertised on LoopNet.com.

6716 Pine Forest Road

Pensacola, FL 32526 · Land For Sale TRAFFIC COUNT 24,500 AADT SEE FOLLOWING PAGE

Create Report · Print Get Financing





6716 PINE FOREST ROAD

(18)

Price	N/A	Additional Sub-types	Retail (land)
Lot Size	1.78 AC	Property Use Type	Vacant/Owner-User
Property Type	Land	Zoning Description	C-1 PK
Property Sub-type	Commercial/Other (land)	Features	**Electricity/Power** **Water** **Telephone** **Cable**

Listing ID: 19272168 Date Created: 06/05/2015 Last Updated: 09/25/2017

DESCRIPTION

1.78 acres commercial lot located directly across from newly built Wal Mart Neighborhood Center. Median Cut in place. 210 FT frontage. Trade Population 109,208. Traffic count 24,500 AADT. Small wooden home on property given no value.

Subject property is located on busy mixed-use corridor. The area has a strong trade/residential mix.

Subject property is across the street from the new Wal-Mart Marketplace with Murphy Express on out parcel. Center includes: Wal Mart, Fancy Nails, Cuts By Us, Jin Jang Restaurant, SOLO. Southpaws. The Pine Forest corridor is mixed with restaurants, retail, retirement centers, service centers, growing rooftops and shopping

Located at Interstate On/Off ramp Pine Forest is a busy commuter travel route, for area residents. Pine Forest Road near Godwin Lane.

Quickly becoming a sought after area for housing with A rated schools and quick access to the city, via the interstate.

HIGHLIGHTS

- Located directly across from new Wal Mart Neighborhood Center!
- M/U Corridor lined with Hotels, Restaurants, Retail, Service & Shopping Centers
- Heavy Trade Corridor
- 1.78 Acres
- 210 Frontage on Pine Forest Road
- High Traffic Count

UTILITIES

- Electricity/Power
- Water
- Telephone
- Cable

Photo Shows Suspect Running From Stolen Vehicle Involved In Pine Forest Wreck

August 16, 2019



 7/30/19



ADVERTISEMENT

11 / 14 PHOTOS | THUMBNAILS | MORE GALLERIES | EXIT

BREAKING: Two killed in traffic accident on Wilde Lake Boulevard

BREAKING: Two killed in traffic accident on Wilde Lake Boulevard (Source: WEAR-TV)

Read Story (/news/local/intense-photos-of-traffic-accident-on-wilde-lake-boulevard)

SHARE

ADVERTISEMENT



Looking southeast
across Pine Forest Rd

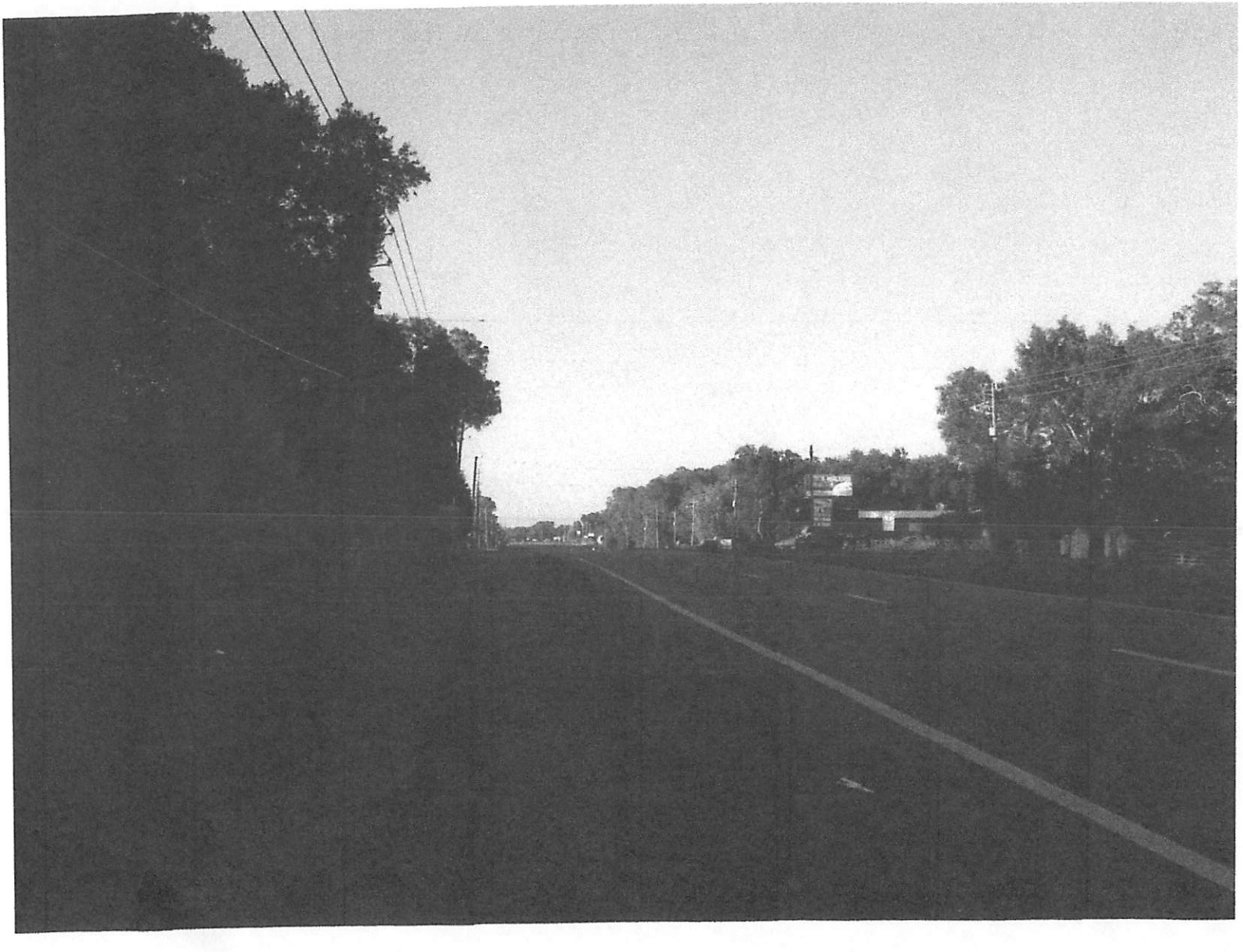
ONE OF THE MOST HEAVILY TRAVELED ROADS IN PENSACOLA. WHY GIVE A MISLEADING IMPRESSION?



Looking east across
Pine Forrest Rd



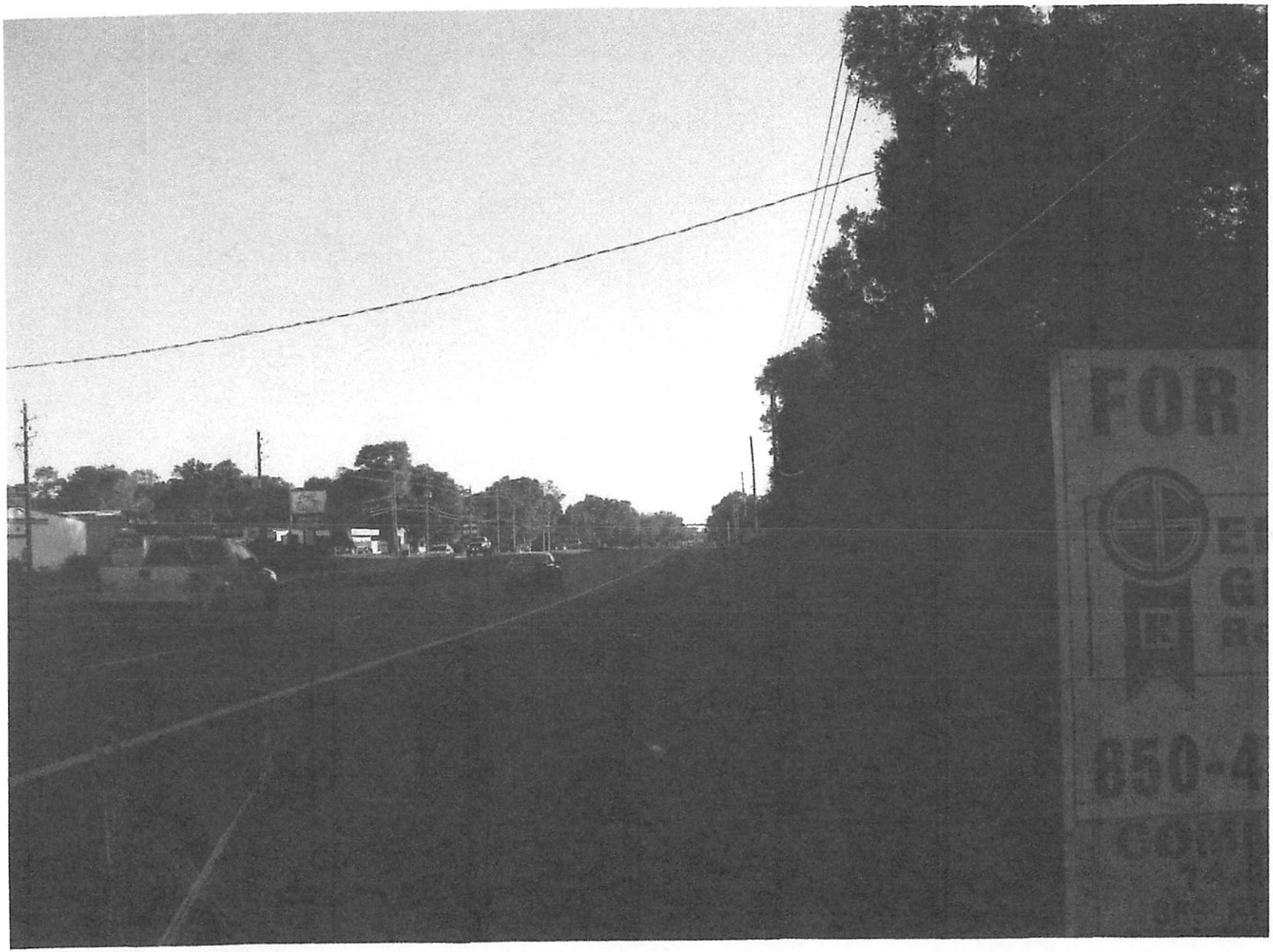
Looking south from northern parcel



Looking north from subject parcel



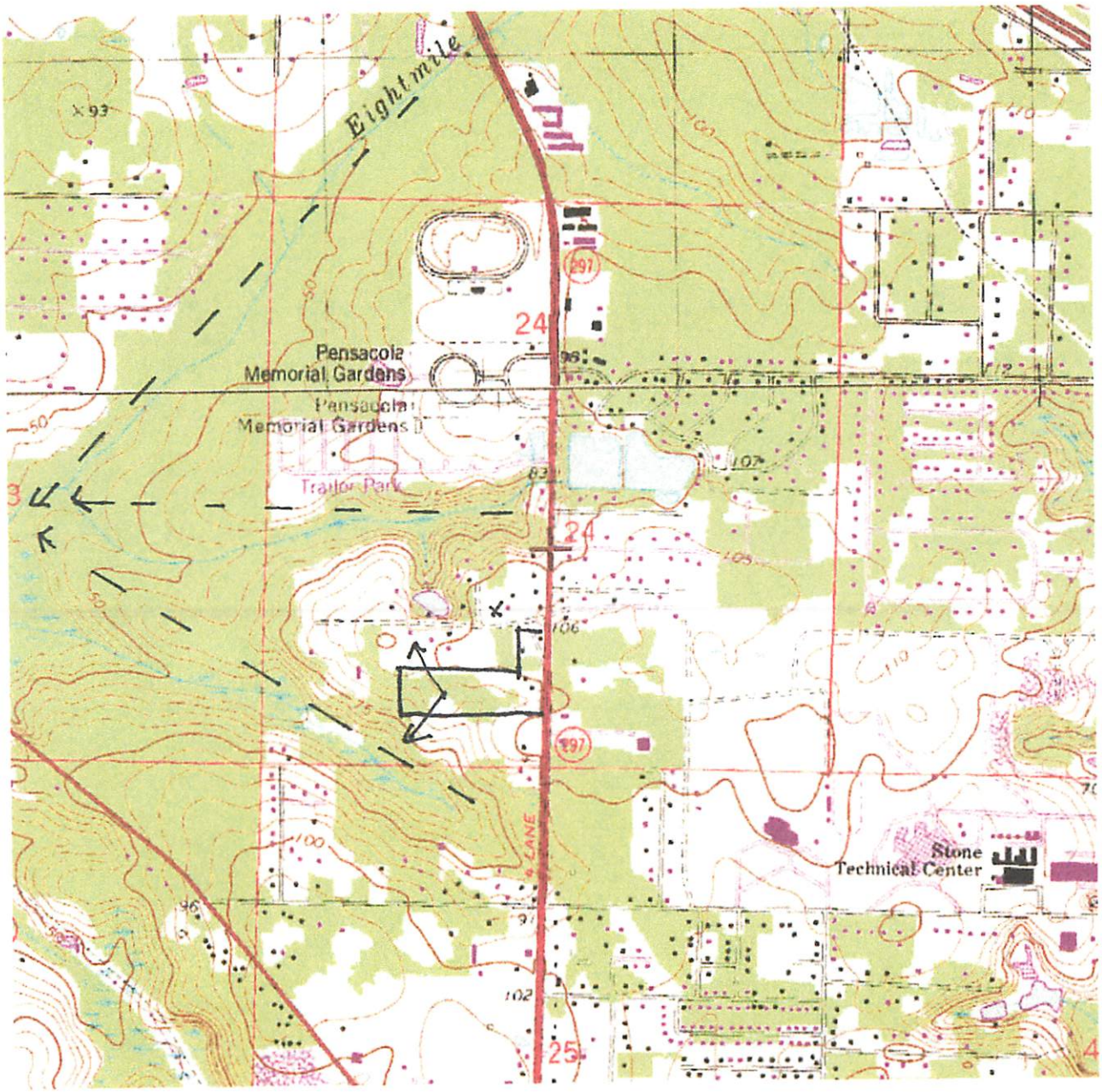
Looking west onto subject parcel



Looking south from southern most part of parcel



Looking east across Pine Forest Rd from another point on the parcel



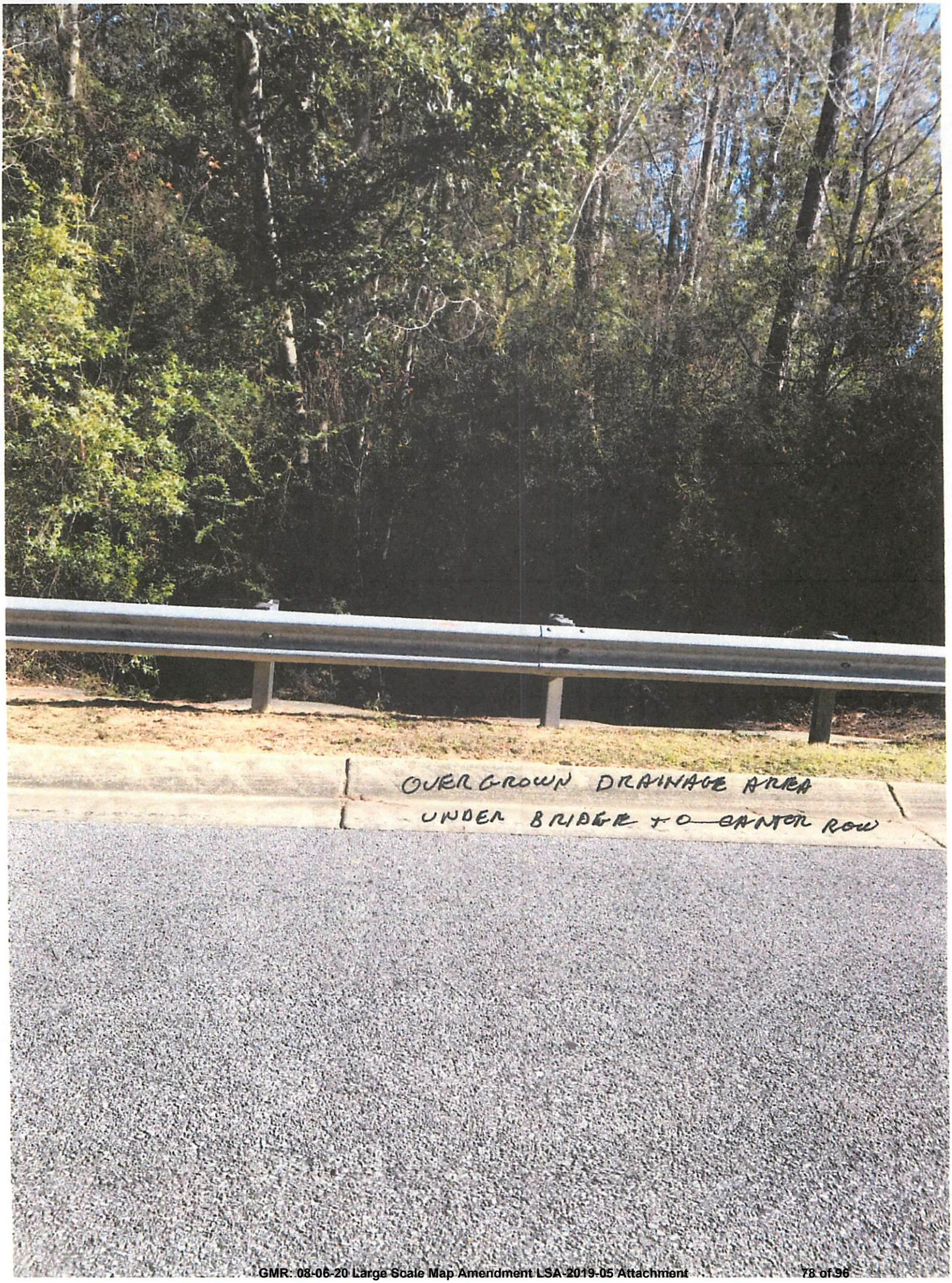
DRAINAGE WILL FLOW SOUTH AND NORTH TO RESIDENTIAL AREAS

DRAINAGE WILL BE TO UPPER LEFT AND GO THRU SEVERAL RESIDENTIAL AREAS

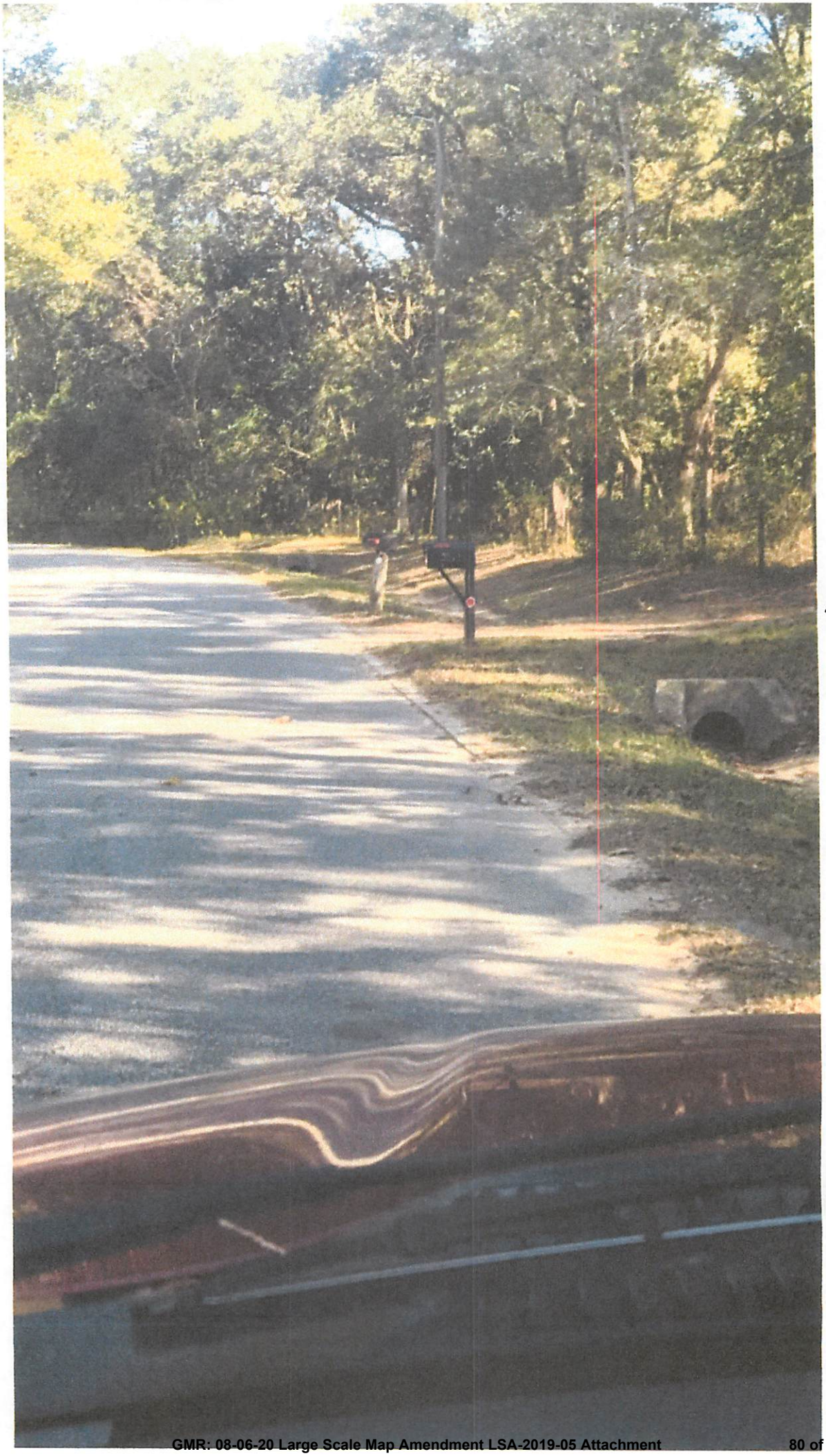




CANTOR ROW BRIDGE WILL BE SUBJECT TO INCREASED WATER FLOWS


OVERGROWN DRAINAGE AREA
UNDER BRIDGE TO CANTON ROW

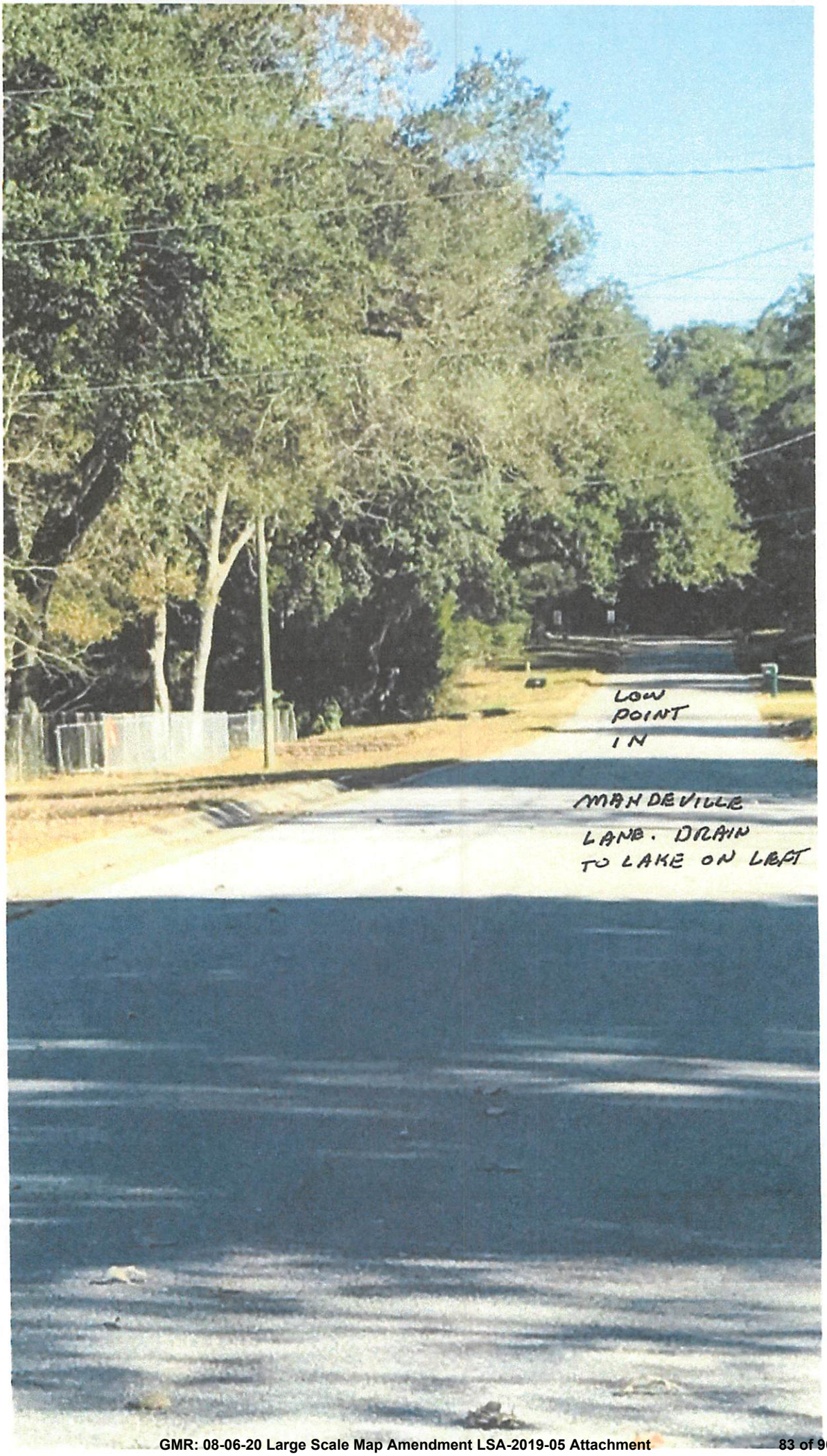




GUTTER DRAINAGE ON MANDEVILLE LANE


HOMME
SUBJECT
TO
FLOOD
IF DRAINAGE FAILS


EXISTING
DRAINAGE MAY
BE INADIQUATE


LOW
POINT
IN
MAHDEVILLE
LANE. DRAIN
TO LAKE ON LEFT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/03/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Chris Thompson Applicant

*Address: 815 South Palafox *City, State, Zip: Pensacola FL 32502

Email Address: CThompson@Southpalafox.com Phone: 291-636-1278

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: CSP 2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Spencer Leeper Applicant

*Address: 101 E Romana St Apt 2412 *City, State, Zip: 32502

Email Address: spenceleeper@gmail.com Phone: 850-417-3814

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6.B

_____ In Favor X Against

*Name: Edward P Hardaway

*Address: 2837 Mandeville Ln *City, State, Zip: Pensacola 32526

Email Address: taaj33a@msn.com Phone: 850-748-0967

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3

Rezoning Quasi-judicial Hearing

Rezoning Case #: 6B

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: ~~Z~~ Jack Stewart

*Address: 2821 Mandeville Ln *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: 850-944-1714

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Dan Damm

*Address: 2843 Mandeville Lane *City, State, Zip: 32526

Email Address: ~~dtamm~~ dandamm1856@gmail.com Phone: 850-485-1798

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA 2019-15

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Richard Copps

*Address: 7017 Pine Forest *City, State, Zip: 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: KEVIN PACHUCKI

*Address: 7013 PINE FOREST *City, State, Zip: PENSACOLA, 32526

Email Address: PACHUKDOG@YAHOO.COM Phone: 850-341-9316

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor __X__ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

LSA-2019-05

*Name: Kevin Kimberlin

*Address: 7101 pineforest rd *City, State, Zip: pensacola FL 32526

Email Address: Kevin Kimberlin 21 @ gmail Phone: 850-696-3814

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Tom Woodhead

*Address: 2885 Mandeville Lane *City, State, Zip: Pensacola, FL 32526

Email Address: tomcwoodhead@gmail.com Phone: 720 427 3112

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Cindy Woodhead

*Address: 2885 Mandeville Ln *City, State, Zip: Pensacola FL. 32526

Email Address: Purplelizard9@gmail.com Phone: 850 991 0969

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-19

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA-2019-05 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Barbara Mastison

*Address: 2841 Mandeville Ln *City, State, Zip: Pensacola, Fl 32526

Email Address: rhianna62@Yahoo.com Phone: 786-566-7803

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Dec 3, 2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA-2019-05 **Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: STEPHAN MADISON

*Address: 2941 Mandeville Ln *City, State, Zip: Pensacola FL

Email Address: wizardwxe@yahoo.com Phone: 305-389-2505

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Lea Mastison

*Address: 2841 Mandeville Lane *City, State, Zip: Pensacola, FL 32526

Email Address: LMastison@gmail.com Phone: 786-566-78

How did you hear about the rezoning case: ☒ Mail ☒ Internet ☒ Sign

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ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-4230-000-020 TOTALING 10.28(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); CHANGING A PARCEL WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-3140-000-000 TOTALING 3.66(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

DRAFT

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-05."

Section 3. Changes to the 2030 Future Land Use Map

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

(A) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-4230-000-020 and totaling 10.28 (+/-) acres, located on Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

(B) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-3140-000-000 and totaling 3.66 (+/-) acres, located at Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

DRAFT

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

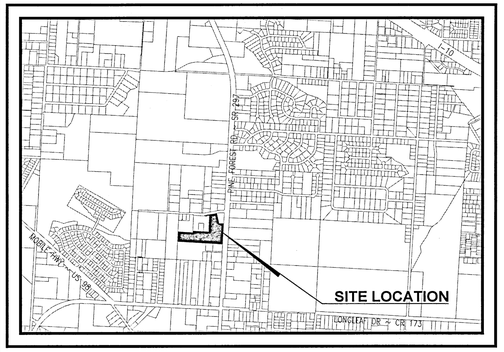
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

DRAFT



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE

0 30 60 120

(IN FEET)

1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

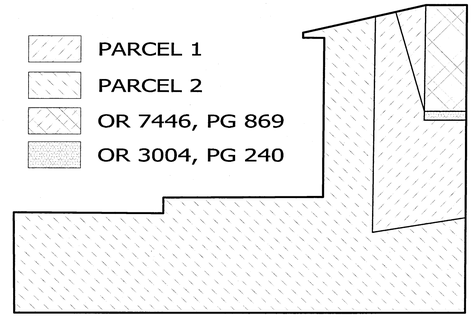
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89°50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00°19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.

AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 – 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL–TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190–2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48–00–D04HV HAVING A PUBLISHED ELEVATION OF 99.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435–9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

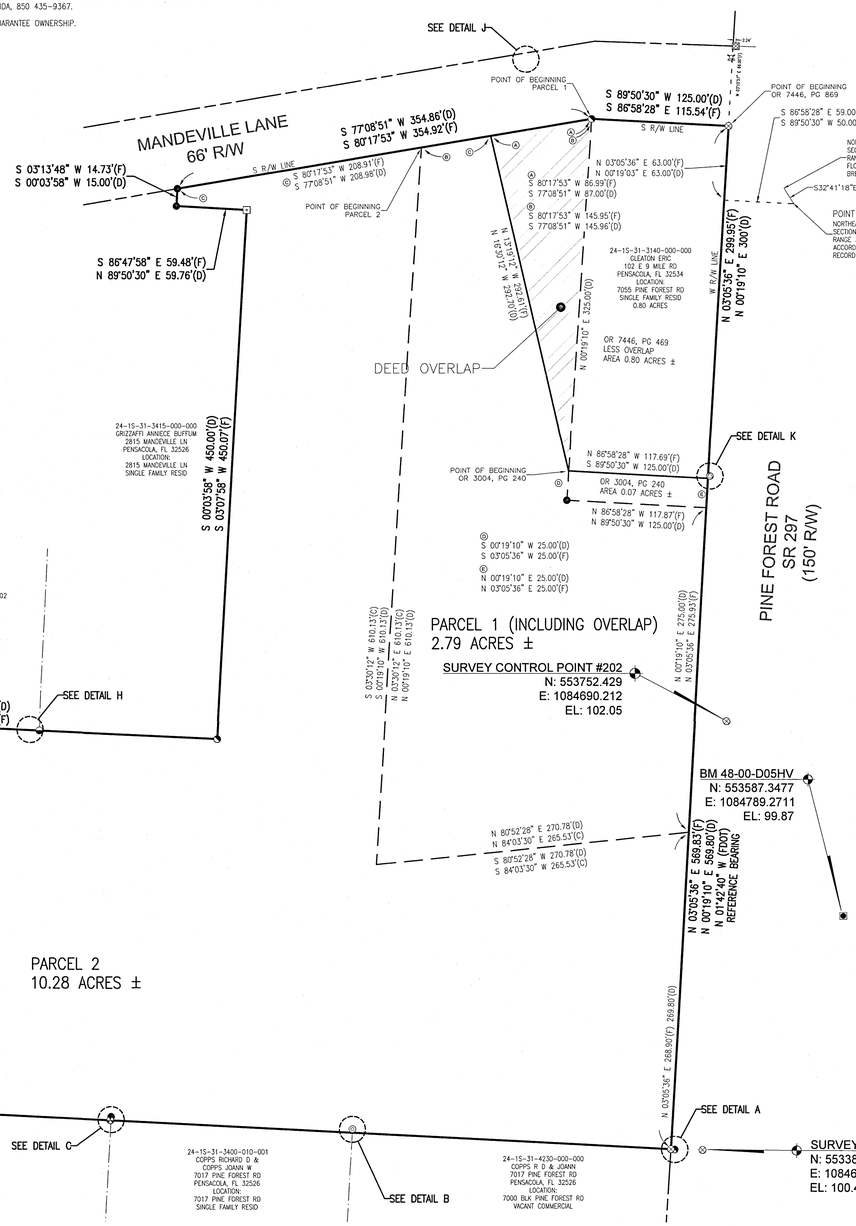


PARCEL KEY
(NTS)

LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	—— O ——	CHAIN LINK FENCE	
FOUND 1/2" DIA CAPPED IRON ROD (LB5112/"DRB"/"BUTLER")	—— // ——	WOOD PANEL FENCE	
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	—— X ——	MISCELLANEOUS FENCE (TYPE NOTED)	
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	—OHU—	OVERHEAD UTILITIES	
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)		DROP INLET	
FOUND 1" DIA IRON PIPE (UNNUMBERED)		WATER VALVE	
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)		FIRE HYDRANT	
FOUND BOLT (UNNUMBERED)		ELECTRIC METER	
FOUND AXLE (UNNUMBERED)		BURIED GAS LINE MARKER	
FOUND PK NAIL (UNNUMBERED)		BURIED PROPANE TANK	
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)		TELEPHONE MANHOLE	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)		BURIED FIBER OPTIC CABLE MARKER	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)		COMMUNICATIONS VAULT (SQUARE)	
SET BENCHMARK		COMMUNICATIONS VAULT (ROUND)	
LINE SHOWN NOT TO SCALE		TELEPHONE JUNCTION BOX ON CONC PAD	
		GUY WIRE ANCHOR	
		WOOD UTILITY POLE	
		GALVANIZED STEEL FENCE POST (NO FENCE)	
		MAILBOX	
		BORE	
		SINGLE SUPPORT SIGN	
		FDOT REFLECTOR	
		SPOT ELEVATION	
		ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS	
		BENCHMARK	
		BACK OF CURB	
		BOTTOM OF WALL	
		(C) CALCULATED PER DEED	

CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
(D)	DEED INFORMATION
(D2)	DEED INFORMATION PER O.R. 5715, PG 979
DIA	DIAMETER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EOP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD INFORMATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
H/W	HEADWALL
INV	INVERT
LB	LICENSED SURVEYING BUSINESS NUMBER
LS	LICENSED SURVEYOR NUMBER
MES	MITERED END SECTION
MON.	MONUMENTED
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
NTS	NOT TO SCALE
O.R.	OFFICIAL RECORD BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT–OF–WAY
SR	STATE ROAD
TOW	TOP OF WALL



AREA BREAKDOWN
PARCEL 1 (INCLUDING OVERLAP): 2.79 ACRES ±
PARCEL 2: 10.28 ACRES ±
OR 7446 PG 469 (LESS OVERLAP): 0.80 ACRES ±
OR 3004 PG 240: 0.07 ACRES ±
TOTAL AREA = 13.94 ACRES ±

TREE LEGEND:

BAY
CYPRESS
ELM
MAGNOLIA
OAK
PALM

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-5503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS ADOPTED AND ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN GARY ROUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4289

11/21/19
DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 60'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

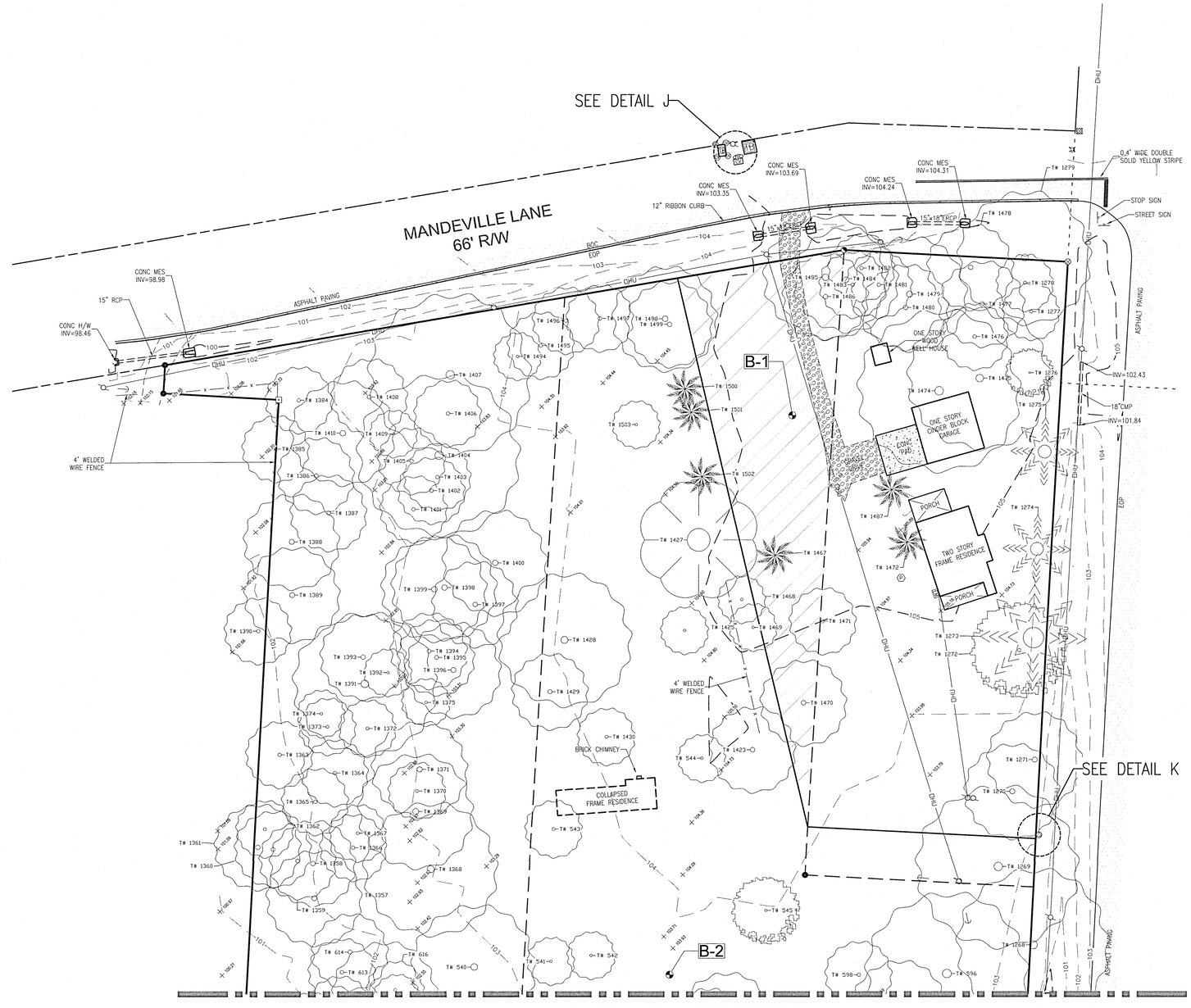
HORIZONTAL SCALE

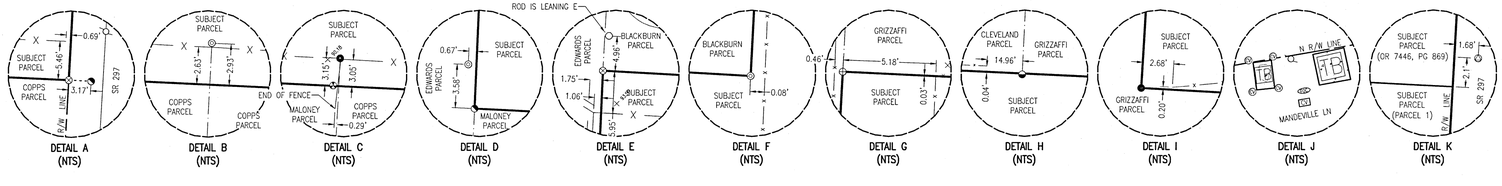
0 15 30 60

(IN FEET)

1 INCH = 30 FT.

NORTH





SHEET 2 OF 4

NOTE UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP: 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269 DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35'	15"-18" SPLIT
502	OAK	35'	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35'	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35'	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35'	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"

MATCHLINE A- SEE SHEET 2

MATCHLINE B - SEE SHEET 4

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SECTION-24 TOWNSHIP-1S RANGE-31W
ESCAMBIA COUNTY, FLORIDA

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STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 6248

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"

HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH

SEE DETAIL E
SEE DETAIL G
SEE DETAIL H
SEE DETAIL F
SEE DETAIL D
SEE DETAIL C
MATCHLINE B - SEE SHEET 3
B-7
B-6
4' WELDED WIRE FENCE
6' WOOD BOARD FENCE
JURISDICITONAL WETLANDS DELINEATION LINE AS PROVIDED BY BIOME, INC.

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STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6208 - DATE
PROFESSIONAL LAND SURVEYOR AND MAPPER

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18266 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 08/06/2020
Issue: Recommendation Concerning the Review of the Comprehensive Plan Annual Report 2018/2019
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Review of the Comprehensive Plan Annual Report 2018/2019

That the Board of County Commissioners (BCC) review and approve the 2018/2019 Comprehensive Plan Annual Report.

BACKGROUND:
As required by the Comprehensive Plan Capital Improvement Element, the Comprehensive Plan Implementation Committee (CPIC) provides an annual report of the status of growth management activities and the Capital Improvement Program (CIP) to the Planning Board. The Planning Board reviews the report and makes recommendations to the BCC for use during its deliberations on the annual budget and CIP.

BUDGETARY IMPACT:
No budgetary impact is anticipated by the approval of this report.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
No additional personnel are required for implementation of this report.

POLICY/REQUIREMENT FOR BOARD ACTION:
This Annual Report is prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan.

IMPLEMENTATION/COORDINATION:

The Development Services Department will distribute copies to all County Departments and make them available to interested citizens, after BCC approval.

Development Services Department staff has coordinated development of the Annual report with all CPIC members.

Attachments

Comp Plan Annual Report 2018-2019

Escambia County Comprehensive Plan Implementation Annual Report 2018/2019



A Report of the Comprehensive Plan Implementation Committee and the Planning Board to the Escambia County Board of County Commissioners

June 22, 2020

EXECUTIVE SUMMARY

This Annual Report has been prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan, which requires reporting of certain data and information related to growth on an annual basis.

The purpose and intent of the Annual Report is to provide a yearly planning tool for monitoring and evaluating future implementation of the Escambia County Comprehensive Plan. The Comprehensive Plan contains policies and objectives adopted by the Board of County Commissioners to provide for “orderly growth management” and to “maintain and improve the quality of life for all citizens of the county.”

The Board of County Commissioners (BCC) adopted the 2030 Comprehensive Plan on February 2015 and the Florida Legislature adopted changes to Chapter 163 Florida Administrative Code in July, 2011.

As a result of the adopted 2030 Comprehensive Plan the following elements were to be included within the Comprehensive Plan Annual Report for 2018/2019:

General Requirements- Mobility Element, Housing Element, Coastal Management Element and Intergovernmental Coordination.

This report was prepared by the Development Services Department.

COMPREHENSIVE PLAN IMPLEMENTATION COMMITTEE MEMBERS

JANICE P. GILLEY, *County Administrator*

WESLEY HALL, *Assistant County Administrator, (Community and Administrative)*

J. TAYLOR “CHIPS” KIRSCENFELD, *Deputy County Administrator, (Natural Resources Management Director)*

DEBBIE BOWERS, Assistant County Administrator, (Infrastructure and Public Safety)

WES MORENO, Deputy County Administrator, (Public Works/Road Department Director)

HORACE L. JONES, *Development Services Director*

JOY JONES, P.E., *Engineering Director*

SHARON HARRELL, Interim *Budget Manager, Budget Office*

JASON ROGERS, *Public Safety Director*

PAUL WILLIAMS, *Interim Fire Chief*

RICH POWELL, *Chief Corrections Officer/Director*

PAOLO GHIO, Executive Director/Director of Environmental and Developmental Services, *Santa Rosa Island Authority*

Annual Report Prepared By: Development Services Department

ALLYSON LINDSAY, *Urban Planner II*

CALEB MACCARTEE, *Urban Planner II*

JOHN FISHER, *Senior Planner*

JUAN LEMOS, Senior *Planner*

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1.0 MOBILITY ELEMENT

MOB 4.2.3 Interlocal Agreement. *An interlocal agreement to determine the details of the coordination between the Navy and Escambia County shall include, but not be limited to, the individual responsibilities of the County and the Navy; the method by which the navy will appoint a Planning Board representative; the length of the term of appointment; the details of the coordination required to produce, receive and transmit any Navy comments to the State; establish who will be responsible for forwarding the comments; the method by which the Navy will apprise the County of any available grants and the details to be reported on the Annual Report on Comprehensive Plan Implementation. The Military Interlocal Agreement became effective September 2003*.

The Interlocal agreement was reviewed for compliance and approved by the County Administrator and current Board of County Commissioners in December 2015. All joint projects that will be addressed by the County and the Navy will meet the requirements of the Interlocal agreement. The Navy's representative continues to participate in the decision-making process of the Planning Board.

MOB 4.2.7 Infrastructure Impact Report*. A formal information exchange between the County, FDOT, Emerald Coast Utilities Authority (ECUA), and other utility service providers in the area will be established to explore the growth-inducing impacts of utility expansion and infrastructure improvements within the AIPD overlay areas in relation to the JLUS recommendations. Annual reporting of the status of the planned utility expansion and infrastructure improvements will be included in the Comprehensive Plan Implementation Annual Report.*

The calculations used during this reporting period with the AIPD Overlay Areas will be used as the baseline figures to track utility and infrastructure improvements in future reports.

MOB 4.2.8 Annual Assessment. *Pursuant to Florida Statutes and beginning in Fiscal Year 2004/2005, the County will conduct an annual assessment of the effectiveness of the criteria adopted pursuant to Florida Statutes, in achieving compatibility with military installations in areas designated as AIPDs. This assessment will be based on a compilation of data for the calendar year and will compare the current year's development with the previous years' development relevant to the following in each AIPD:*

a. Single-family residential building permits in each AIPD area based on the number of permits issued and broken down by APZ and AIPD area.

b. Number of residential units (high density) approved and permitted.

c. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).

d. Number of units approved in preliminary and final subdivision plats.

e. Number of site plans for commercial projects approved.

f. Number of communication towers approved.

g. Number of variances and/or conditional use requests and approvals.

h. Number of rezoning requests/approvals.

i. Number of future land use amendments.

The intent is to measure the increase or decrease in residential development activity within the AIPDs to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the JLUS. The County will review the collected data to ensure compliance with the intent of the JLUS recommendations. In addition, an analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the County's efforts to control encroachment on the military installations. The reports will be included in the Annual Comprehensive Plan Implementation Report and will be further analyzed for inclusion in the Evaluation and Appraisal of the Comprehensive Plan required every seven years.

Planning District	Zone	Total Dwelling Units Approved in Prelim Plats	Total Dwelling Units Approved In Final Plats	Commercial Site Plans Approved	Residential Bldg. Plans Approved	Residential Site Plans Approved	Commercial Towers Approved	Variances	Conditional Use	Rezone Approval	Future Land Use Amendment
AIPD-1	N/A	0	0	1	0	0	0	0	0	0	0
AIPD-1	AREA A	0	0	0	0	0	0	0	0	0	0
AIPD-1	AREA B	0	0	0	0	0	0	0	0	0	0
AIPD-1	APZ-1	0	0	0	0	0	0	0	0	0	0
AIPD-1	APZ-1 NASP	0	0	0	0	0	0	0	0	0	0
AIPD-1	APZ-2	0	0	0	0	0	0	0	0	0	0
AIPD-1	APZ-2 NASP	0	0	0	0	0	0	0	0	0	0
AIPD-1	CZ	0	0	0	0	0	0	0	0	0	0
AIPD-2		0	294	3	0	0	0	0	0	1	0

2.0 HOUSING ELEMENT

HOU 1.6.1 Program Information. *Escambia County will continue its housing outreach program to assure dissemination of housing information.*

HOU 1.6.5 State and Federal Assistance. *Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.*

HOU 1.6.6 Neighborhood Enterprise Division. *Escambia County will provide affordable homeownership and home repair assistance opportunities for moderate, low, and very low-income homebuyers and homeowners.*

HOU 1.6.7 SHIP Fund Initiatives. *Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida*
Statutes.

Escambia County and the City of Pensacola jointly participate in the State Housing Initiatives Partnership Program under an interlocal agreement, and formation of the AHAC is mandatory under Section 420.9076, F.S. The SHIP Interlocal provides for the City of Pensacola to solicit and appoint a representative from the City of Pensacola Planning Board and a citizen that resides in the City of Pensacola. All other appointees will be solicited through the County. All appointments will be jointly approved by the BCC and PCC.

The Neighborhood Enterprise Division seeks to increase the supply of affordable housing through a variety of rental and homeownership programs for the community's low- and moderate-income residents, as well as encourage neighborhood and housing sustainability through the preservation and rehabilitation of existing housing stock.

NED provides the administrative, fiscal and technical support required to plan, design and deliver quality housing, community development and related services. The division is responsible for programs such as the Neighborhood Renewal Initiative Grant Program, Homebuyer Programs and Homeowner Repair Programs.

Escambia County and the city of Pensacola jointly administer the State Housing Initiatives Partnership, or SHIP, program. This program provides first-time homebuyers loans of up to $7,500 for income eligible borrowers for down payment and closing cost assistance. Assistance is provided in the form of a five-year forgivable loan, provided that the buyer does not sell, rent, or transfer within that time frame and retains the

property as principal residence. Maximum sales price is $189,000. Funding is available on a first qualified, first served basis. For more information, call 850-858-0350.

OBJ COA 1.3 Population Evacuation

COA 1.3.8 Development Impact Analysis. The Comprehensive Plan Implementation Annual Report will include an analysis of proposed and new developments' impact on hurricane evacuation times. The BCC, upon receipt of the report from the LPA, will address any deficiencies identified in the report and take corrective measures, as necessary. The report and recommendations will consider the actual development that has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will maintain or reduce the County's adopted roadway clearance time.

The Florida Division of Emergency Management, Division of Community Planning and Department of Transportation, in coordination with the WCRC, have developed the Florida Statewide Regional Evacuation Study Program for the West Florida Region. This report updates the region's evacuation population estimates, evacuation clearance times and public shelter demands. Originally released on October 5, 2010, the study covers Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton and Washington counties and their respective municipalities, and is updated as needed. There is multiple County and State transportation projects that consider the State mandated evacuation times, as part of their development, based on the established regional evacuation modeling process. In coordination between Emergency Management, Traffic and Development Services departments, the County strives to maintain pre-established roadway clearing times for evacuation. A copy of the Evacuation Study can be viewed in its entirety at this location:
https://www.ecrc.org/programs/community_and_economic_development/emergency_planning/index.php

COA 1.4.6 Intergovernmental Task Force. *An Intergovernmental Task Force, as*

outlined in the Post Disaster Redevelopment Plan, will foster cooperation between local governments during pre-disaster planning, post-disaster mitigation analysis, and redevelopment. Additionally, the task force will be activated and mobilized for a minimum of 60 days following a disaster declaration. The task force will make recommendations concerning pre-disaster planning, post-disaster mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan Implementation Annual Report of every fiscal year during which it was mobilized.

Projects related to the April 29, 2014 Flood Event Escambia County has worked on are as follows:

86 completed out of 86 - FEMA Projects (# Project Worksheets – Federal Emergency Management Agency); 1 FEMA project is still active.

1 of the 6 are ongoing- HMGP Projects (Hazard Mitigation Grant Program) were awarded by FDEM for FEMA grant are active ongoing projects.

Two (2) of the HMGP projects were withdrawn due to acquisition failure.

Two (2) of the HMGP projects are complete.

One (1) HMGP is a Global Match Project utilized to leverage as match funding is complete.

One (1) HMGP is awaiting grant approval to initiate the construction phase.

19 of 19 projects completed - FHWA/FDOT Projects (Florida Highway Administration / Florida Department of Transportation.

7 out of 7 completed- NRCS (Natural Resource Conservation Service) Emergency Watershed Protection Projects.

A drainage needs assessment list was also developed following the April 2014 storm event, of which currently includes 260 identified drainage projects, with 11 completed, 15 in design, and 2 under construction, as of May 2020.

OBJ COA 2.3 Beach and Dune Protection

COA 2.3.3 Beach and Shoreline Regulations. Escambia County will protect beach and shoreline systems. These regulating provisions will be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not limited to, the following:

a. "White Sand" regulations.
b. Shoreline protection zone.
c. CCCL-related regulations.
d. Dune replenishment, enhancement, and re-vegetation programs.
e. Wetland and environmentally sensitive area regulations.

The regulating provisions have been reviewed by the environmental staff and no updates were necessary. The most recent update, in 2005, established the 1975 Costal Construction Control Line (CCCL) as Shoreline Protection Zone 1 for construction on the south side of the Barrier Islands, fronting the Gulf of Mexico. There are numerous beach and shoreline projects aimed at the protection and enhancement of our natural resources.

Chapter 5 General Requirements.

Section 5.06 Population projections.

This ordinance is based upon permanent and seasonal population estimates and projections, which must either be those provided by the University of Florida's Bureau of Economic and Business Research or generated by the local government based upon a professionally acceptable methodology. Population projections will be updated annually with the most current projections available.

2020–2045 Estimates for April 2019, Population 321,134

RANGE	2020	2025	2030	2035	2040	2045
LOW	314,100	319,200	321,500	322,100	321,800	321,600
MEDIUM	324,000	336,400	345,800	353,000	359,300	365,200
HIGH	333,600	354,800	374,200	389,700	404,100	418,200

https://www.bebr.ufl.edu/sites/default/files/Research%20Reports/projections_2020.pdf

4.0 INTERGOVENMENTAL COORDINATION

ICE 1.3.4 **Growth and Development Trends.** As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in a geographic information system-compatible format for the purpose of geo-referencing the information.

This report will be in tabular, graphic, and textual formats and will include data and summaries as requested by the LPA.

Growth & Development Trends FY 2018/2019

Planning Board Case** by **Type	**Number of Cases**
Small-Scale Map Amendments	3
Large-Scale Map Amendments	2
LDC Amendments	4
Comp Plan Amendments	1
Planned Unit Development PUD	1
Rezoning Cases	14
Vested Rights	2
Opt Out	0
PUD	1
Total Number of Planning Board Cases	**28**

DRC PROJECTS FISCAL YEAR Oct 2018-Sept 30, 2019

Type of Projects	**Number of Projects**
Final Plat	17
Minor Subdivisions	7
Masterplans	4
Construction Plans	3
Preliminary Plat	7
Preliminary Plat/Construction Plan	13
Major Site Plans	63
Minor Site Plans	26
Borrow Pits	1
Total Number of DRC Projects	**141**

Escambia County Board of Adjustment Cases

(October 1, 2018 – September 30. 2019)

CASE TYPE	**Number of Cases**
Administrative Appeals	1
Conditional Uses	14
Extensions to Development Orders	0
Variances	4
Total Number of Cases	19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18339 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 08/06/2020
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure - 5940 Red Cedar Street
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Triple R Holdings, LLC, for construction of a seawall at 5940 Red Cedar Street, Parcel I.D. # 15-3S-32-2001-013-005. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2.Hold harmless agreement. An executed agreement, in a form approved by the

County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:

This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims for Damages, Hold Harmless, and Indemnification Agreement

---

This document prepared by:

Wetland Sciences, Inc.
3308 Gulf Beach Highway
Pensacola, FL 32507
(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT
(Limited Liability Company)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Triple R Holdings, LLC, a limited liability company organized under the laws of the State of Georgia, whose mailing address is 397 Biddy Road SE, Rome, GA 30161 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

Lot 13, Block E, Innerarity Shores Subdivision, Plat Book 13, Page 79, Official Record 8021, P16, Section 15, Township 3 South, Range 32 West, Escambia County, FL

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

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

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 25 day of February, 20 20.

PROPERTY OWNER

Triple R Holdings, LLC
(name of limited liability company)

Witness Kenberley King
Print Name Kenberley King

Witness
Print Name Adam Cutrer

By: _____
(signature)

Nate Ritchie
(printed name)

Managing Member
(select one title: Manager/Member/Managing Member)

STATE OF Georgia
COUNTY OF Bartow

The foregoing instrument was acknowledged before me this 25 day of February, 20 20, by Nate Ritchie as _____ (select one title: Manager/Member/Managing Member) of Triple R Holdings, LLC (name of limited liability company). He/She (_) is personally known to me, (_) produced current _____ as identification.

KENBERLEY ROSE KING
Notary Public - State of Georgia
Floyd County
My Commission Expires Nov 5, 2022

(Notary Seal)

Kenberley King
Signature of Notary Public

Kenberley King
Printed Name of Notary Public

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By: _____
_____, 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: July 7, 2020

Recorded in Public Records 12/26/2018 12:37 PM OR Book 8021 Page 16, Instrument #2018103793, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $52.50 Deed Stamps $1,855.00

Prepared By:
Holly V. Jurnovoy, Esquire, of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File No: 13019-145673
Parcel ID #: 153S322001013005

WARRANTY DEED

THIS WARRANTY DEED, dated this 20th day of December, 2018, given by EDWARD M. ELLIOT AND PATRICIA A. ELLIOT, husband and wife, whose mailing address is 1708 Victoria Way, San Marcos, California 92069 (hereinafter called the Grantors) to TRIPLE R HOLDINGS, LLC, a Georgia limited liability company, whose mailing address is 397 Biddy Road SE, Rome, Georgia 30161 (hereinafter called the Grantee). (Wherever used herein the terms "Grantors" 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 Grantors, for and in consideration of the sum of $10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain land situate in Escambia County, Florida, viz:

Lot 13, Block E, Innerarity Shores, according to the map or plat thereof as recorded in Plat Book 13, Page 79, 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 current and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, which are not hereby reimposed.

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 GRANTORS hereby covenant with said Grantee that except as above noted, the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor resides thereon.

IN WITNESS WHEREOF, GRANTORS have signed and sealed these presents the date set forth above.

-Signature Page of Warranty Deed-

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Carl Farley
#1 Witness Signature

Karen L. Farley
#1 Witness Printed Name

#2 Witness Signature

SEAN McKinney
#2 Witness Printed Name

Edward M Elliot
Edward M. Elliot

Patricia A Elliot
Patricia A. Elliot

STATE OF CALIFORNIA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged and executed before me on this _____ day of December, 2018, by Edward M. Elliot and Patricia A. Elliot, who personally appeared before me and who are personally known to me or who have produced _____ as identification.

Notary Public
[NOTARY SEAL]

SEE ATTACHED

BK: 8021 PG: 18

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego }

On December 20 2018 before me, Karen L Farley Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Edward M Elliot
Patricia A Elliot
Name(s) of Signer(s)

who 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), and 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.

KAREN L FARLEY
Notary Public - California
San Diego County
Commission # 2093978
My Comm. Expires Jan 31 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Warranty Deed
Document Date: 12/20/18 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

BK: 8021 PG: 19

Prepared by and return to:
Holly V. Jurnovoy, Esquire of
Emmanuel, Sheppard & Condon, P.A.
30 S. Spring Street
Pensacola, FL 32502
File No: 13019-145673

[Space Above This Line For Recording Data]

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

ADDRESS OF: 5940 Red Cedar Street, Pensacola, Florida 32507

The County ( ) has accepted (X) has not accepted the abutting roadway for paved maintenance.

AS TO SELLER:

Edward M. Elliot

Patricia A. Elliot

WITNESSES TO SELLER:

Witness Signature & Printed Name

Witness Signature & Printed Name

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged this 21TH day of December, 2018, by Edward M. Elliot and Patricia A. Elliot, who personally appeared before me and who are personally well known to me or who have produced a valid _____ as identification.

(Notary Seal Must Be Affixed)

SEE ATTACHED

Notary Public

Name of Notary Printed
My Commission Expires: _____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego }

On December 20 2018 before me, Karen Farley Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Edward M Elliot
Patricia A Elliot
Name(s) of Signer(s)

who 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), and 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.

KAREN L. FARLEY
Notary Public - California
San Diego County
Commission # 2095978
My Comm. Expires Jan 31, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: RES Sales Abutting Roadway Maint Disc

Document Date: 12/20/18 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

BK: 8021 PG: 21 Last Page

-Signature Page of RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE-

AS TO BUYER:

Triple R Holdings, LLC, a Georgia limited liability company

By: _____
Kenneth N. Ritchie
Its: Member

WITNESSES TO BUYER:

_____
Witness Signature & Printed Name

_____
Witness Signature & Printed Name

STATE OF GEORGIA
COUNTY OF Floyd

The foregoing instrument was acknowledged this 20th day of December, 2018, by Kenneth N. Ritchie as a Member of Triple R Holdings, LLC, a Georgia limited liability company, who personally appeared before me and who is either personally well known to me or who has produced a valid drivers license as identification.

(Notary Seal Must Be Affixed)

_____
Notary Public
Kenberley King
Name of Notary Printed
My Commission Expires: 11/5/2022

KENBERLEY ROSE KING
Notary Public - State of Georgia
Floyd County
My Commission Expires Nov 5, 2022

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/10/2019 8:21:44 AM

BUSINESS INFORMATION	
CONTROL NUMBER	15096873
BUSINESS NAME	Triple R Holdings, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/10/2019

PRINCIPAL OFFICE ADDRESS	
ADDRESS	397 Biddy rd, Rome, GA, 30161, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kenneth Ritchie	397 Biddy Rd, Rome, GA, 30161, USA	Floyd

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Nate Ritchie
AUTHORIZER TITLE	Organizer

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18340 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 08/06/2020
Issue: Action Item - Admiral Quarters Phase 1 Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Admiral's Quarters, Phase 1, Permit FP# 20051796PSD-FP

That the Board take the following action concerning recording of Admiral's Quarters, Phase 1 (a-60 lot subdivision with public residential townhome residences) located in the Pine Forest Community, lying south off W. Nine Mile Road (U.S. Alternate Highway 90) and west of Ashland Avenue. Owned and developed by D.R. Horton, Incorporated and owner SNS Stefani, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names "Iroquois Court," "Brigade Trail," "Battalion Cove," and "Farragut Way";

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

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

E. Authorize the Chairman or Vice Chairman to execute a Temporary Access Easement. **This attachment will be provided under separate cover.**

BACKGROUND:

The preliminary plat and construction plans were approved on December 5, 2018. Construction plans revisions were approved on August 7, 2019, updating changes to the construction phases and boulevard entrance. The Escambia County Public Safety Department approved the street names “Iroquois Court”, “Brigade Trail”, “Battalion Cove” and “Farragut Way” on April 17, 2018. Development Services Department inspected the improvements on July 27, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety and Temporary Access Easement will be recorded with the Final Plat. Staff has reviewed the final plat and associated documents.

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 July 16, 2020. The Temporary Access Easement was reviewed and approved by Kia Johnson on xx/xx2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

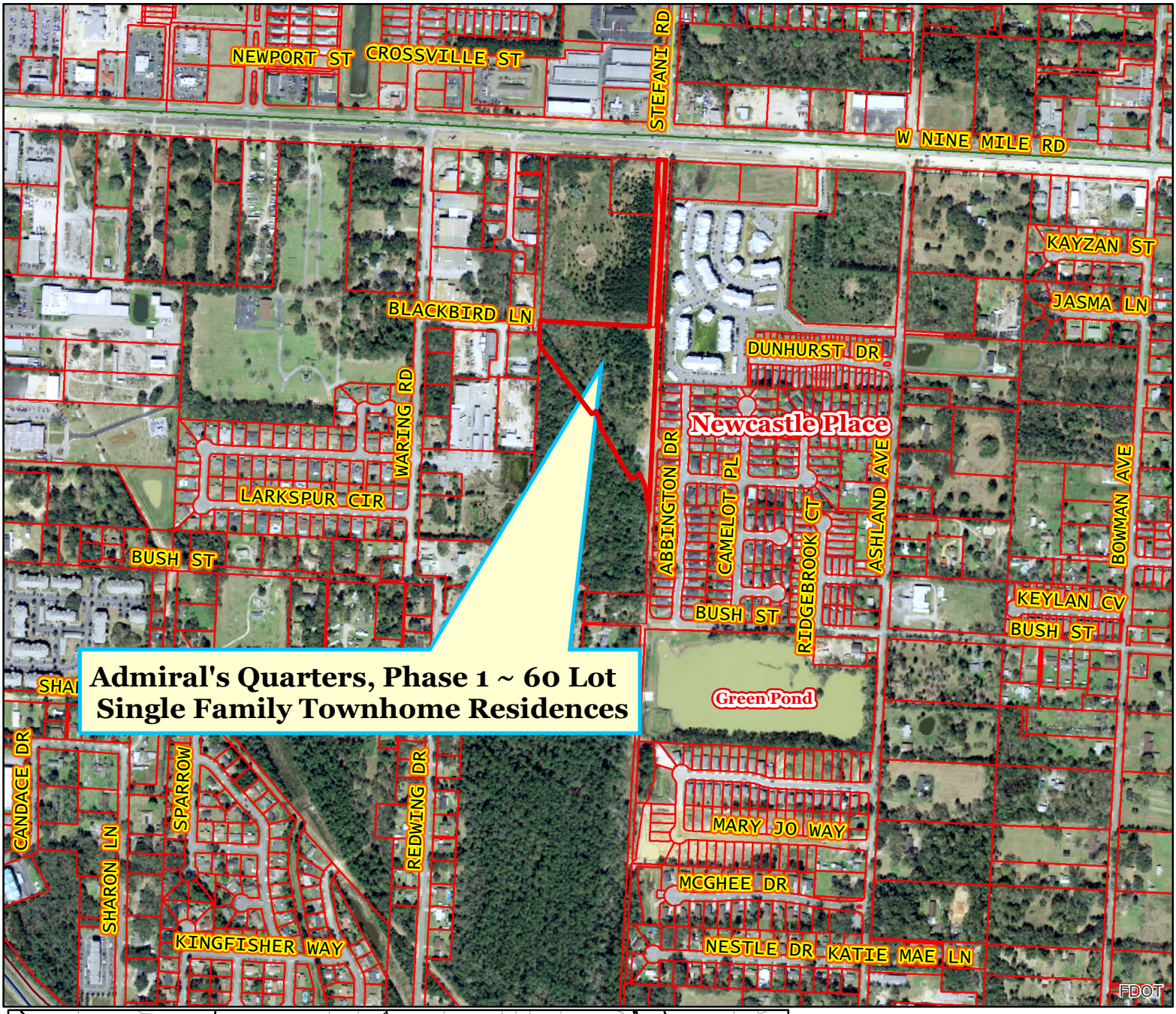
Attachments

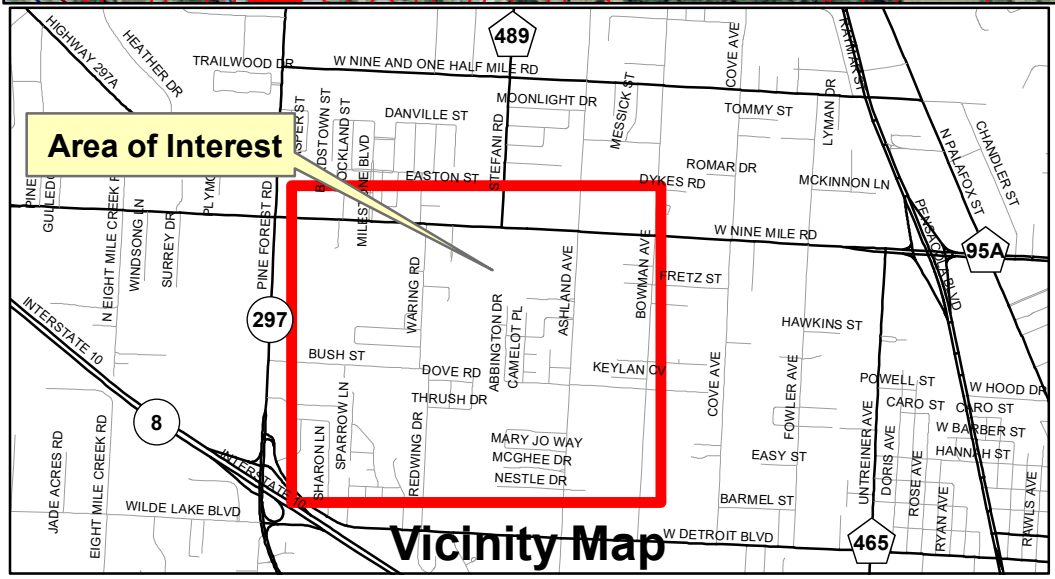
Location/Vicinity Map

Street Name Approval Letter

Two-Year Warranty Agreement
Final Plat

Final Plat ~ Admiral's Quarters, Phase 1
60 Lot Single Family Townhome Residences









Surveying RGG 07/16/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

April 17, 2018

Street Name Approval Letter

The following names have been submitted for approval:

Iroquois Court
Brigade Trail
Battalion Cove
Farragut Way

The streets are located in:

Admiral's Quarters

The name was requested by:

REBOL-BATTLE & ASSOCIATES
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

Prepared by:
D.R. Horton, Inc
25366 Profit Drive
Daphne, Alabama 36526

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Corporation)

This Two-Year Warranty Agreement (Agreement) is entered by and between D.R. Horton, Inc., a corporation organized under the laws of the State of Delaware whose address is 25366 Profit Drive Daphne, Alabama 36526 (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 Admirals Quarters Phase 1 Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» 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:

RICHARD HART
(printed name)

WITNESS:

Lauren Volk
(printed name)

DEVELOPER/OWNER:

D.R. Horton, Inc.
(name of corporation)

By: _____
(signature)

Craig T Rogers / Assistant Vice President
(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of April, 2020 by Craig T. Rogers as Assistant Vice President (title) of D.R. Horton, Inc. (name of corporation). He/She (✓) is personally known to me, or (___) has produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Rena G Fuqua
My Commission GG 074114
Expires 02/19/2021

Rena G. Fuqua
Signature of Notary

Rena G. Fuqua
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of_____,20___

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 7-16-2020

Exhibit A
Legal Description of Development

A PORTION OF LOTS 11, 12, 13, 14, 15, AND 16, BLOCK 2, OF THE PENSACOLA FARM LAND COMPANY SUBDIVISION, BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, AS RECORDED IN DEED BOOK 67, PAGE 345, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF STATE ROAD NO. 10 (AKA U.S. HIGHWAY 90 AND NINE MILE ROAD A 200' R/W) AND THE WEST LINE OF LOT 16, BLOCK 2, OF THE PENSACOLA FARM LAND COMPANY SUBDIVISION, BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, AS RECORDED IN DEED BOOK 67, PAGE 345, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 87°23'04" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 545.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 171,787.34 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 56.61 FEET (DELTA ANGLE = 00°01'08", CHORD DISTANCE = 56.61 FEET, CHORD BEARING = SOUTH 87°22'59" EAST) TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 40.00 FEET (DELTA ANGLE = 00°00'48", CHORD DISTANCE = 40.00 FEET, CHORD BEARING = SOUTH 87°22'01" EAST) TO THE WEST R/W LINE OF STEFANI ROAD (30' R/W, UNIMPROVED); THENCE DEPARTING SAID CURVED SOUTHERLY R/W LINE, PROCEED SOUTH 03°04'11" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 1865.55 FEET; THENCE DEPARTING SAID WEST R/W LINE PROCEED NORTH 86°55'49" WEST FOR A DISTANCE OF 10.00 FEET; THENCE PROCEED NORTH 03°45'51" WEST FOR A DISTANCE OF 93.22 FEET; THENCE PROCEED NORTH 06°05'56" WEST FOR A DISTANCE OF 110.97 FEET; THENCE PROCEED NORTH 31°54'38" WEST FOR A DISTANCE OF 122.57 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 75.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 21.70 FEET (DELTA ANGLE = 16°34'43", CHORD DISTANCE = 21.63 FEET, CHORD BEARING = SOUTH 39°46'49" WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 48°04'11" WEST FOR A DISTANCE OF 54.99 FEET; THENCE PROCEED NORTH 41°55'49" WEST FOR A DISTANCE OF 50.00 FEET; THENCE PROCEED NORTH 37°38'23" WEST FOR A DISTANCE OF 254.99 FEET; THENCE PROCEED NORTH 24°46'03" WEST FOR A DISTANCE OF 60.80 FEET; THENCE PROCEED NORTH 31°21'43" WEST FOR A DISTANCE OF 51.46 FEET; THENCE PROCEED NORTH 86°55'49" WEST FOR A DISTANCE OF 18.50 FEET; THENCE PROCEED NORTH 35°37'24" WEST FOR A DISTANCE OF 206.17 FEET; THENCE PROCEED NORTH 29°29'06" WEST FOR A DISTANCE OF 136.28 FEET TO THE WEST LINE OF LOT 13, BLOCK 2 OF SAID SUBDIVISION; THENCE PROCEED NORTH 02°58'52" EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF LOT 14, BLOCK 2 OF SAID SUBDIVISION FOR A DISTANCE OF 101.52 FEET; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 86°55'49" EAST FOR A DISTANCE OF 600.88 FEET; THENCE PROCEED NORTH 03°04'11" EAST FOR A DISTANCE OF 916.77 FEET TO THE POINT OF BEGINNING.
LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 8.14 ACRES MORE OR LESS.

Prepared by:
Rebol-Battle & Associates
2301 North 9th Avenue, Suite 300
Pensacola, Florida 32503

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: [signature] Date: 7/24/20

Printed Name: Jason Lynn
Development Services Director

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 owner, architect, Engineer, Surveyor or other signatory from responsibility of details of design. Any permits or 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 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.

ADMIRAL'S QUARTERS, PHASE 1

A 60 LOT SUBDIVISION, A RE-PLAT OF A PORTION OF LOTS 11, 12, 13, 14, 15, AND 16, BLOCK 2, OF THE PENSACOLA FARM LAND COMPANY SUBDIVISION (DEED BOOK 67, PAGE 345), SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

AUGUST, 2020

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOTS 11, 12, 13, 14, 15, AND 16, BLOCK 2, OF THE PENSACOLA FARM LAND COMPANY SUBDIVISION, BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, AS RECORDED IN DEED BOOK 67, PAGE 345, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 8.14 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; COPY OF PREVIOUS SURVEY BY SAIN ASSOCIATES (PROVIDED); COPY OF RECORD PLAT OF PENSACOLA FARM LANDS COMPANY AS RECORDED IN DEED BOOK 67 AT PAGE 345, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; COPY OF RECORDED PLAT OF NEWCASTLE PLACE - UNIT 4 AS RECORDED IN PLAT BOOK 18 AT PAGE 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY (R/W) MAP (PROJECT 5532 RD 537, SECTION 4801-302) DATED SEPTEMBER 1942; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. THE BASIS OF BEARING REFERENCE: THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 10 (AKA U.S. HIGHWAY 90 AND NINE MILE ROAD, 200' RIGHT-OF-WAY) HAVING A BEARING OF SOUTH 87°23'04" EAST.
3. A PROPERTY INFORMATION REPORT WAS FURNISHED AND USED IN THE PREPARATION OF THIS PLAT, ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, AND DATED JULY 29, 2020; FILE NUMBER 20001598.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO SERVE AS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.
6. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ALL UTILITIES AS PROVIDED BY GULF POWER COMPANY, ENERGY SERVICES OF PENSACOLA, EMERALD COAST UTILITIES AUTHORITY, BELLSOUTH, COX COMMUNICATIONS OR OTHER APPLICABLE UTILITY COMPANIES SERVICING THIS AREA AND ALL SUCCESSORS AND ASSIGNS OF THE AFOREMENTIONED UTILITY PROVIDERS.
7. ALL LANDSCAPING, FENCING, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS.
8. AS PER THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, DSM 2-1.3(D) SIGHT TRIANGLE REQUIREMENTS:
   - AT A MINIMUM, A SITE TRIANGLE SHALL BE PROVIDED 35' FROM EDGE OF PAVEMENT TO 35' EDGE OF PROPOSED ROAD OR DRIVEWAY.
9. ALL LOT LINES THAT ADJOIN A CURVED LINE ARE RADIAL UNLESS NOTED AS NON-RADIAL (NR).
10. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN PUBLIC OR PRIVATE DRAINAGE / ACCESS EASEMENTS. THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
11. THERE ARE 10 FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH PROPERTY LINE, BEING 5 FEET ON EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
12. THERE IS NO SIGN PROPOSED FOR THIS SUBDIVISION.

CERTIFICATE OF ATTORNEY:

I,KEVIN D. OBOS, ESQUIRE, AS MEMBER OF THE FLORIDA BAR, AND ON BEHALF OF THE OWNER HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER 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.

_____
KEVIN D. OBOS, ESQUIRE

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF THE COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2020, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____, DAY OF _____, 2020,
AND FILED IN PLAT BOOK _____, AT PAGES _____, OF SAID COUNTY.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

STATE PLANE COORDINATES
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING	EASTING	LATITUDE (NORTH)	LONGITUDE (WEST)	SCALE FACTOR	CONVERGENCE ANGLE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
GPS No. 1	568587.3636	1086804.1606	N030° 32' 01.190""	W087° 18' 02.7182"	0.99996880	-001° 24' 26.83"	119.17'	0.99999863	0.99996743
GPS No. 2	566977.2295	1086596.7906	N030° 31' 45.2078"	W087° 18' 04.6363"	0.99996831	-001° 24' 27.79"	110.80'	0.99999903	0.99996734
GPS No. 3	566723.1923	1086734.2327	N030° 31' 42.7275"	W087° 18' 02.9939"	0.99996824	-001° 24' 26.97"	110.78'	0.99999903	0.99996727

LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.

FORMULA TO CONVERT GRID DISTANCE TO GROUND DISTANCE: DIVIDE THE GRID DISTANCE BY THE MCSF

FORMULA TO CONVERT GROUND DISTANCE TO GRID DISTANCE: MULTIPLY THE GROUND DISTANCE BY THE MCSF

MEAN COMBINED SCALE FACTOR (MCSF) = $\frac{CSF_1 + CSF_2}{2}$, GROUND DISTANCE = $\frac{GRID\ DISTANCE}{MCSF}$, GRID DISTANCE = GROUND DISTANCE x MCSF

OWNER AND DEVELOPER
D.R. HORTON, INC.
JOEL COLEMAN,
ASSISTANT VICE PRESIDENT
25366 PROFIT DRIVE
DAPHNE, ALABAMA 36526
(251) 447-0329

OWNER
SNS STEFANI, LLC.
NEAL B. NASH, MANAGER
120 EAST MAIN STREET, SUITE A
PENSACOLA, FLORIDA 32502
(850) 429-8640

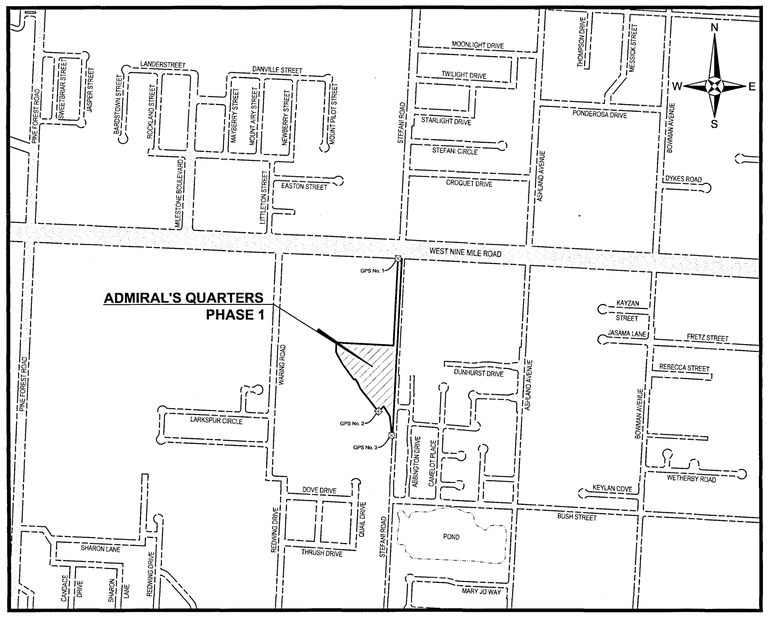
PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

CIVIL ENGINEER
MARK EVAN ROBERTSON, II, P.E. No. 83341
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916



VICINITY MAP
SCALE: 1" = 750'

SITE INFORMATION

PROPERTY ZONING:	HDMU, HC/LI
FUTURE LAND USE:	MU-U
PROPERTY REFERENCE No'S:	12-1S-31-1100-093-002 & 12-1S-31-1100-090-002
TOTAL SITE AREA:	8.17 ACRES
REQUIRED BUILDING SETBACKS:	FRONT YARD - 20 FEET SIDE YARD - 10 FEET REAR YARD - 15 FEET ONSITE WETLANDS & WETLANDS BUFFER SHALL REMAIN IN THEIR NATURAL STATE, UNLESS ALL ACTIVITIES ARE PROPERLY PERMITTED BY THE APPROPRIATE JURISDICTIONAL AGENCIES.
No. OF PROPOSED LOTS	60

SHEET INDEX

SHEET 1 SITE INFORMATION, DESCRIPTION, GENERAL NOTES, DEDICATION & CERTIFICATES
SHEET 2 FINAL PLAT, LEGEND, TYPICAL LOT DETAIL, LINE TABLE & CURVE TABLE

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT D.R. HORTON, INC., A DELAWARE CORPORATION, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA, (OWNER AND DEVELOPER), HEREBY STATE AND DECLARE THEY ARE THE FEE SIMPLE OWNERS OF THE LANDS REFERRED TO AS ADMIRAL'S QUARTERS, PHASE 1, AS DESCRIBED IN THE LEGAL DESCRIPTION, WHICH IS PART OF THIS PLAT, AND DO HEREBY MAKE THE FOLLOWING DEDICATIONS:

A. TO THE ADMIRAL'S QUARTERS OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, PARCEL AA (WETLANDS & WETLANDS BUFFER, PRIVATE), PARCEL DD (COMMON AREA, PRIVATE), PARCEL EE (COMMON AREA, PRIVATE), PARCEL FF (COMMON AREA, PRIVATE), PARCEL GG (COMMON AREA, PRIVATE), PARCEL HH (COMMON AREA, PRIVATE), PARCEL JJ (COMMON AREA, PRIVATE), PARCEL LL (COMMON AREA, PRIVATE); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

B. TO THE ADMIRAL'S QUARTERS OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, ALL 5' PRIVATE DRAINAGE EASEMENTS, THE 15' PRIVATE DRAINAGE & ACCESS EASEMENT ACROSS LOTS 1 THROUGH 20, BLOCK C; FOR PURPOSES OF OPERATION AND MAINTENANCE.

C. TO ESCAMBIA COUNTY, ITS SUCCESSORS AND ASSIGNS, STEFANI ROAD (70' RIGHT-OF-WAY, PUBLIC), FARRAGUT WAY (50' RIGHT-OF-WAY, PUBLIC), BRIGADE TRAIL (50' RIGHT-OF-WAY, PUBLIC), AND PARCEL CC (COMMON AREA, PUBLIC); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

D. TO ESCAMBIA COUNTY, ITS SUCCESSORS AND ASSIGNS, ALL PUBLIC DRAINAGE & ACCESS EASEMENTS DESIGNATED ON THE PLAT; FOR PURPOSES OF OPERATION AND MAINTENANCE.

E. TO EMERALD COAST UTILITY AUTHORITY (ECUA), ITS SUCCESSORS AND ASSIGNS, THE 20' ECUA EASEMENT LOCATED ACROSS PARCEL DD (COMMON AREA, PRIVATE), THE 25' ECUA EASEMENT LOCATED ACROSS PARCEL LL (COMMON AREA, PRIVATE), AND THE 5' ECUA EASEMENT ACROSS LOT 20, BLOCK C; FOR PURPOSES OF OPERATION AND MAINTENANCE.

F. TO ALL UTILITY PROVIDERS, THE 5' & 10' WIDE UTILITY EASEMENTS LOCATED ADJACENT TO STEFANI ROAD (70' RIGHT-OF-WAY, PUBLIC), FARRAGUT WAY (50' RIGHT-OF-WAY, PUBLIC), BRIGADE TRAIL (50' RIGHT-OF-WAY, PUBLIC); FOR PURPOSES OF OPERATION AND MAINTENANCE.

ALSO KNOW ALL MEN BY THESE PRESENTS THAT TO THE EXTENT SNS STEFANI, LLC, A FLORIDA LIMITED LIABILITY COMPANY OWNS ANY PORTION OF ADMIRAL'S QUARTERS, PHASE 1, IT JOINS IN THE DEDICATION TO ESCAMBIA COUNTY OF THAT PROPERTY FOR STEFANI ROAD RIGHT OF WAY PURPOSES.

IN WITNESS WHEREOF, D.R. HORTON, INC. AND SNS STEFANI, LLC, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

_____
JOEL COLEMAN, ASSISTANT VICE PRESIDENT
D.R. HORTON, INC.

_____
WITNESS 1:

_____
WITNESS 2:

_____
NEAL B. NASH, MANAGER
SNS STEFANI, LLC

_____
WITNESS 1:

_____
WITNESS 2:

NOTARY PUBLIC: (OWNER AND DEVELOPER)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED JOEL COLEMAN, ASSISTANT VICE PRESIDENT, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

_____ COMMISSION NO._____
SIGNATURE

_____ MY COMMISSION EXPIRES:_____ SEAL
PRINT NAME NOTARY PUBLIC, STATE OF ALABAMA

NOTARY PUBLIC: (OWNER)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED NEAL B. NASH, MANAGER, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

_____ COMMISSION NO._____
SIGNATURE

_____ MY COMMISSION EXPIRES:_____ SEAL
PRINT NAME NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA.
SIGNED THIS_____ DAY OF_____, 2020.

_____ SEAL
JOSEPH E. BARRETT, PROFESSIONAL SURVEYOR AND MAPPER
FOR ESCAMBIA COUNTY, FLORIDA
STATE OF FLORIDA REGISTRATION No.6260

ENGINEER'S CERTIFICATE:

I, MARK EVAN ROBERTSON, II P.E., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR ADMIRAL'S QUARTERS PHASE 1, AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.
SIGNED THIS_____ DAY OF_____, 2020.

_____ SEAL
MARK EVAN ROBERTSON, II, PROFESSIONAL ENGINEER
STATE OF FLORIDA P.E. LICENSE No. 83341

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THE PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.
SIGNED THIS_____ DAY OF_____, 2020.

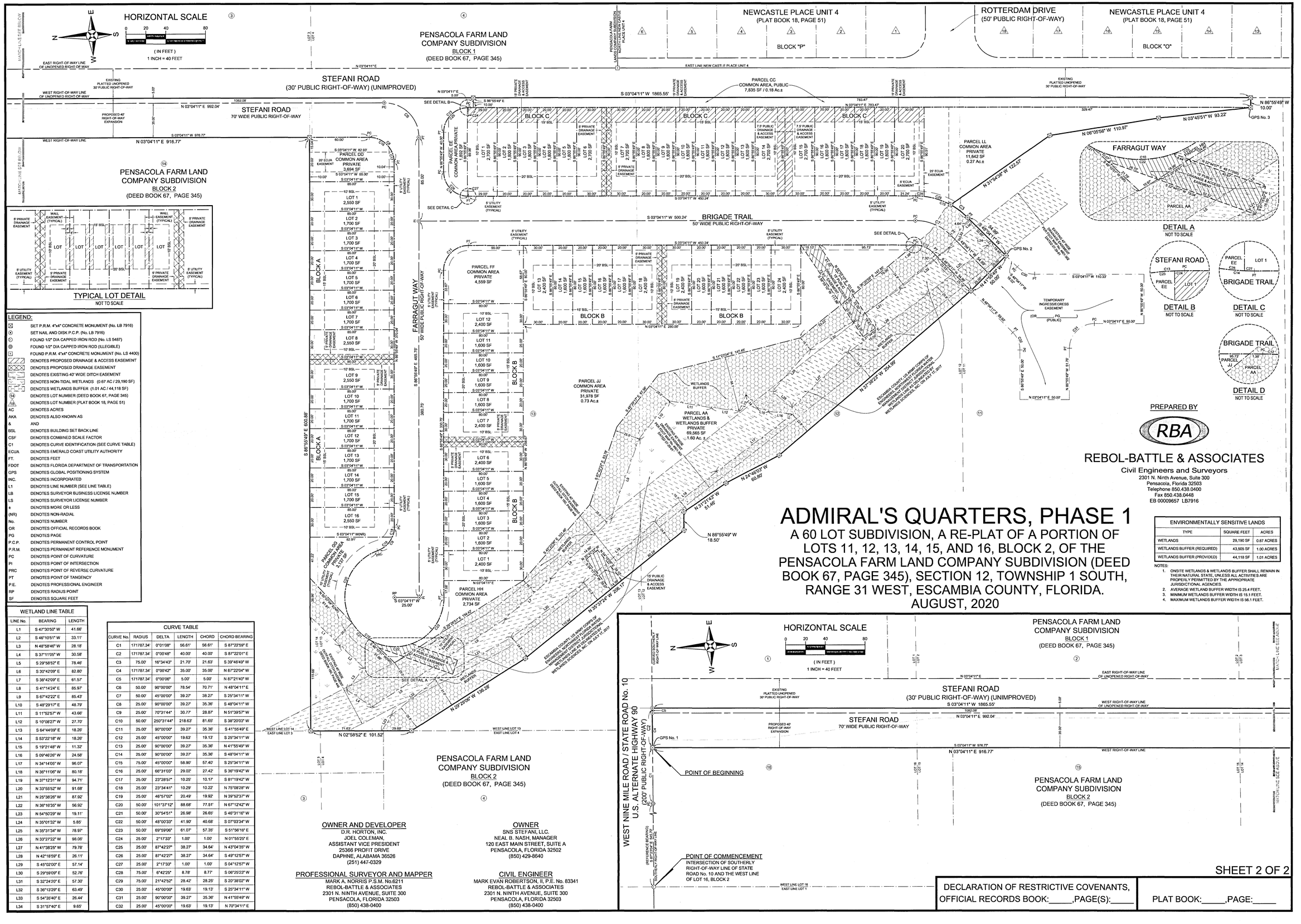
_____
MARK A. NORRIS, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.6211 LB No.7916
REBOL-BATTLE & ASSOCIATES
2301 NORTH NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503

M. A. NORRIS
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
Professional Surveyor & Mapper

SHEET 1 OF 2

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____



TYPICAL LOT DETAIL
NOT TO SCALE

LEGEND:

⊠	SET P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 7916)
⊙	SET NAIL AND DISK P.C.P. (No. LB 7916)
⊙	FOUND 1/2" DIA CAPPED IRON ROD (No. LS 5487)
●	FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
⊞	FOUND P.R.M. 4"x4" CONCRETE MONUMENT (No. LS 4400)
	DENOTES PROPOSED DRAINAGE & ACCESS EASEMENT
	DENOTES PROPOSED DRAINAGE EASEMENT
	DENOTES EXISTING 40' WIDE DITCH EASEMENT
	DENOTES NON-TIDAL WETLANDS (0.67 AC / 29,190 SF)
	DENOTES WETLANDS BUFFER (1.01 AC / 44,118 SF)
(14)	DENOTES LOT NUMBER (DEED BOOK 67, PAGE 345)
18	DENOTES LOT NUMBER (PLAT BOOK 18, PAGE 51)
AC	DENOTES ACRES
AKA	DENOTES ALSO KNOWN AS
&	AND
BSL	DENOTES BUILDING SET BACK LINE
CSF	DENOTES COMBINED SCALE FACTOR
C1	DENOTES CURVE IDENTIFICATION (SEE CURVE TABLE)
ECUA	DENOTES EMERALD COAST UTILITY AUTHORITY
FT.	DENOTES FEET
FDOT	DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
GPS	DENOTES GLOBAL POSITIONING SYSTEM
INC.	DENOTES INCORPORATED
L1	DENOTES LINE NUMBER (SEE LINE TABLE)
LB	DENOTES SURVEYOR BUSINESS LICENSE NUMBER
LS	DENOTES SURVEYOR LICENSE NUMBER
±	DENOTES MORE OR LESS
(NR)	DENOTES NON-RADIAL
No.	DENOTES NUMBER
OR	DENOTES OFFICIAL RECORDS BOOK
PG	DENOTES PAGE
P.C.P.	DENOTES PERMANENT CONTROL POINT
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
PC	DENOTES POINT OF CURVATURE
PI	DENOTES POINT OF INTERSECTION
PRC	DENOTES POINT OF REVERSE CURVATURE
PT	DENOTES POINT OF TANGENCY
P.E.	DENOTES PROFESSIONAL ENGINEER
RP	DENOTES RADIUS POINT
SF	DENOTES SQUARE FEET

WETLAND LINE TABLE

LINE No.	BEARING	LENGTH
L1	S 47°30'50" W	41.66'
L2	S 46°10'51" W	33.11'
L3	N 48°58'46" W	28.18'
L4	S 37°11'05" W	30.58'
L5	S 29°58'52" E	78.46'
L6	S 30°42'09" E	82.80'
L7	S 38°42'09" E	61.57'
L8	S 41°14'24" E	85.97'
L9	S 67°42'22" E	85.43'
L10	S 48°29'17" E	48.79'
L11	S 11°52'57" W	43.66'
L12	S 10°08'27" W	27.70'
L13	S 64°44'09" E	18.26'
L14	S 53°22'18" W	18.26'
L15	S 19°21'48" W	11.32'
L16	S 09°46'26" W	24.58'
L17	N 34°14'05" W	96.07'
L18	N 36°11'06" W	80.18'
L19	N 37°12'31" W	94.71'
L20	N 33°55'52" W	91.68'
L21	N 25°38'26" W	87.92'
L22	N 36°16'35" W	56.92'
L23	N 54°50'29" W	19.11'
L24	N 35°01'32" W	5.85'
L25	N 35°31'34" W	78.97'
L26	N 33°27'22" W	98.06'
L27	N 41°38'25" W	79.78'
L28	N 42°18'59" E	26.11'
L29	S 45°02'00" E	57.14'
L30	S 29°59'09" E	52.76'
L31	S 32°24'20" E	57.30'
L32	S 36°13'29" E	63.49'
L33	S 54°35'40" E	26.44'
L34	S 31°57'40" E	9.65'

CURVE TABLE

CURVE No.	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	171787.34'	0°01'08"	56.61'	56.61'	S 87°22'59" E
C2	171787.34'	0°00'48"	40.00'	40.00'	S 87°22'01" E
C3	75.00'	16°34'43"	21.70'	21.63'	S 39°46'49" W
C4	171787.34'	0°00'42"	35.00'	35.00'	N 87°22'04" W
C5	171787.34'	0°00'06"	5.00'	5.00'	N 87°21'40" W
C6	50.00'	90°00'00"	78.54'	70.71'	N 48°04'11" E
C7	50.00'	45°00'00"	39.27'	38.27'	S 25°34'11" W
C8	25.00'	90°00'00"	39.27'	35.36'	S 48°04'11" W
C9	25.00'	70°31'44"	30.77'	28.87'	N 51°39'57" W
C10	50.00'	250°31'44"	218.63'	81.65'	S 38°20'03" W
C11	25.00'	90°00'00"	39.27'	35.36'	S 41°55'49" E
C12	25.00'	45°00'00"	19.63'	19.13'	S 25°34'11" W
C13	25.00'	90°00'00"	39.27'	35.36'	N 41°55'49" W
C14	25.00'	90°00'00"	39.27'	35.36'	S 48°04'11" W
C15	75.00'	45°00'00"	58.90'	57.40'	S 25°34'11" W
C16	25.00'	66°31'03"	29.02'	27.42'	S 36°19'42" W
C17	25.00'	23°28'57"	10.25'	10.17'	S 81°19'42" W
C18	25.00'	23°34'41"	10.29'	10.22'	N 75°08'28" W
C19	25.00'	46°57'02"	20.49'	19.92'	N 39°52'37" W
C20	50.00'	101°37'12"	88.68'	77.51'	N 67°12'42" W
C21	50.00'	30°54'51"	26.98'	26.65'	S 46°31'16" W
C22	50.00'	48°00'33"	41.90'	40.68'	S 07°03'34" W
C23	50.00'	69°59'06"	61.07'	57.35'	S 51°56'16" E
C24	25.00'	2°17'33"	1.00'	1.00'	N 01°55'25" E
C25	25.00'	87°42'27"	38.27'	34.64'	N 43°04'35" W
C26	25.00'	87°42'27"	38.27'	34.64'	S 49°12'57" W
C27	25.00'	2°17'33"	1.00'	1.00'	S 04°12'57" W
C28	75.00'	6°42'25"	8.78'	8.77'	S 06°25'23" W
C29	75.00'	21°47'52"	28.42'	28.25'	S 20°38'02" W
C30	25.00'	45°00'00"	19.63'	19.13'	S 25°34'11" W
C31	25.00'	90°00'00"	39.27'	35.36'	N 41°55'49" W
C32	25.00'	45°00'00"	19.63'	19.13'	N 70°34'11" E

OWNER AND DEVELOPER
D.R. HORTON, INC.
JOEL COLEMAN,
ASSISTANT VICE PRESIDENT
25366 PROFIT DRIVE
DAPHNE, ALABAMA 36526
(251) 447-0329

OWNER
SNS STEFANI, LLC.
NEAL B. NASH, MANAGER
120 EAST MAIN STREET, SUITE A
PENSACOLA, FLORIDA 32502
(850) 429-8640

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

CIVIL ENGINEER
MARK EVAN ROBERTSON, II, P.E. No. 83341
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PREPARED BY
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916

ADMIRAL'S QUARTERS, PHASE 1

A 60 LOT SUBDIVISION, A RE-PLAT OF A PORTION OF LOTS 11, 12, 13, 14, 15, AND 16, BLOCK 2, OF THE PENSACOLA FARM LAND COMPANY SUBDIVISION (DEED BOOK 67, PAGE 345), SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
AUGUST, 2020

ENVIRONMENTALLY SENSITIVE LANDS		
TYPE	SQUARE FEET	ACRES
WETLANDS	29,190 SF	0.67 ACRES
WETLANDS BUFFER (REQUIRED)	43,505 SF	1.00 ACRES
WETLANDS BUFFER (PROVIDED)	44,118 SF	1.01 ACRES

NOTES:
1. ONSITE WETLANDS & WETLANDS BUFFER SHALL REMAIN IN THEIR NATURAL STATE, UNLESS ALL ACTIVITIES ARE PROPERLY PERMITTED BY THE APPROPRIATE JURISDICTIONAL AGENCIES.
2. AVERAGE WETLAND BUFFER WIDTH IS 25.4 FEET.
3. MINIMUM WETLANDS BUFFER WIDTH IS 15.1 FEET.
4. MAXIMUM WETLANDS BUFFER WIDTH IS 56.1 FEET.

SHEET 2 OF 2

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18267 **Growth Management Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/06/2020
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:

September 3, 2020

A. 5:45 p.m. - A Public Hearing - An Ordinance amending the Land Development Code (LDC), Chapter 4, to expand the use of recreational vehicles as living quarters, establish related use standards, and modify related provisions

Summary: Although recreational vehicles are not dwelling units, they can provide useful temporary living quarters beyond their primary recreational, camping, and travel uses. However, any such use of recreational vehicles outside of duly licensed campgrounds, recreational vehicle parks, or mobile home parks requires land use standards to protect the public health, safety, and general welfare.

B. 5:46 p.m. - A Public Hearing - An Ordinance to the Land Development Code (LDC) Chapter 3, Section 3-1.3 “Zoning and Future Land Use,” Subsection (G) “Future Land Use Designations,” and Subsection (I) “Zoning Implementation of FLU,” to add the Future Land Use Category of Agriculture Residential; amending Sections 3-2.2 “Agricultural District (AGR),” and 3-2.3 “Rural Residential district (RR)” to provide for AGR and RR Zoning districts in the AR Future Land Use category

Summary: Escambia County Board of County Commissioners found that the current Comprehensive Plan Section FLU 3.1.5 restricted the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category. The Board of County Commissioners determined that FLU 3.1.5 unduly limited the Board’s ability to manage growth and development within the

County; the Board found that an amendment to its Comprehensive Plan was necessary and appropriate based on the Goals and Policies of the Escambia County Comprehensive Plan.

C. 5:47 p.m. - A Public Hearing - An Ordinance amending the Comprehensive Plan: amending Chapter 3, Section 3.04, Definitions; amending OBJ FLU 1.3 Future Land Use Map designations; and amending OBJ FLU 3.1 Rural Development - CPA-2020-1 (first of two public hearings)

Summary: Escambia County Board of County Commissioners finds that the current Comprehensive Plan Section FLU 3.1.5 restricts the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category; the Board has determined that FLU 3.1.5 unduly limits the Board's ability to manage growth and development within the County and should be amended.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18284 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Proposed Amendment to the Residential Rehab Grant Program
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Residential Rehab Grant Program - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following August 6, 2020, actions of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program for the Community Redevelopment Agency (CRA):

OLD VERSION	Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR ONE YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
PROPOSED VERSION	Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR TWO YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
OLD VERSION	Non-Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR ONE YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.

PROPOSED VERSION	Non-Homesteaded Property	Eligible for 50% Match Reimbursement up to $6,000	INCUR TWO YEAR LIEN	Applicants are allowed funding for sanitary sewer connections only.

BACKGROUND:

On July 2, 2020, the CRA Board Meeting was held to review and approve various CRA agenda items. During the meeting, CRA Board requested staff to bring back options to amend the current policy and procedures regarding the CRA Residential Rehab Grant Program. Currently the Program offers residential property owners the opportunity to improve their homes through six eligible improvements such as total electrical re-wiring, conversion to central heat and air conditioning systems, connection to sanitary sewer from septic, replacement of roof, window replacements, and installation of storm shutters, up to $6,000 match reimbursement. Once Grants are submitted to the CRA and approved, property owners pay the full cost of the improvements and are reimbursed by the CRA a 50% match, up to $6,000. Currently, these Grants are eligible to both homesteaded and non-homesteaded property owners. CRA has presented a proposed layout of utilizing the Grant Program to help minimize homesteaded property owners making multiple repeats to the Grant Program, therefore extending their Lien time to two years instead of one year. Additional proposed change to Grant Program is to allow non-homesteaded property owners to submit Applications for sanitary sewer connections only.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is recommended to amend any changes to policy and procedures and distribution of funds to outside agencies and individuals.

IMPLEMENTATION/COORDINATION:

Neighborhood & Human Services Department staff will implement any proposed changes to policy and procedures approved by the Board.

Attachments

Draft Residential Rehab GrantCRA_Aug2020

Community Redevelopment Agency
Residential Rehab Grant Program

This program provides a 50% matching reimbursement grant, up to $6,000.

ELIGIBLE IMPROVEMENTS

❖ **Total Electrical Rewiring Upgrade**	❖ **Central heating and Air Conversion**	❖ **Replacement Roof**
❖ **Storm Shutter Installation**	❖ **Replacement Windows**	❖ **Sanitary Sewer Connection**

PROGRAM ELIGIBILITY GUIDELINES

- **Property must be located within an Escambia County designed Community Redevelopment District.** *Call (850) 595-3217 to verify location.*
- **Applicant(s) must be the property owner(s).**
- **Property must be zoned for residential use and used for residential purposes.**
- **Property must not have outstanding judgment liens, code violations, and/or delinquent ad valorem property taxes.**
- **Property must have current homeowner's insurance.**
- **Property must be homestead exempt. *Non-homestead exempt properties can receive grant assistance for sanitary sewer connection only*.**
- **Not intended for new construction.**

Project Commencement

Project must not have commenced until the final grant application and agreement(s) have been submitted to and approved by the Escambia County Community Redevelopment Agency (CRA), and Board of County Commissioners (BCC).

Applicant Match

Applicant must provide 100% of project costs upfront. The Community Redevelopment Agency will provide a 50% reimbursement, up to $6,000, for eligible improvements approved under this program upon project completion, and submittal of all required documentation.

Lien Requirement

Applicant(s) must agree to enter into a lien agreement with the Community Redevelopment Agency. A two (2) year lien is required. **The lien will be forgiven after two (2) years from the date the lien agreement is recorded in the public records provided that:**

- Improvements are not altered, modified, removed, demolished, sold, or transferred and/or;
- Property is not converted to 100% non-residential use.

*****If any of these activities should occur within the above-mentioned two (2) year period, and/or without prior approval, total funds granted will become due and must be repaid in full.**

DRAFT

Grant funding is based on availability. Grant funding is provided on a first come, first served basis, however, preference will be provided to first time applicants.

Application Submittal Instructions

Use CRA Form Rehab rev. 07-14-2020

1. **Complete and Sign Application Form**

   Attach the following documentation:

   Proof of Property Ownership - copy of deed
   Proof of Homeowner's Insurance

2. **Obtain Three (3) Quotes from Licensed Contractors which include Labor and Materials for Total Project Costs**

   a. **Indicate Selected Contractor**
      (Selected Contractor must have the lowest bid)
   b. **Contractor must be licensed in Escambia County.**

3. **Sign Memorandum of Understanding (MOU) Form**

4. **Sign "Notice to Applicant(s): Florida Public Records Law, F.S. Chapter 119"**

5. **Complete and Sign W-9 Tax Form**

6. **Submit documentation listed above (steps 1-5) by mail, fax or email to:**

Escambia County Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
Phone: (850) 595-3217
Fax: (850) 595-3218
Email: CRA@myescambia.com

DRAFT

APPLICATION FORM

Community Redevelopment Agency
Residential Rehab Grant Program
CRA Form Rehab rev. 07-14-2020

APPLICANT NAME: _____

CO-APPLICANT NAME: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ **EMAIL ADDRESS:** _____

PROPERTY OWNER: ☐ YES ☐ NO

OUTSTANDING CODE VIOLATIONS OR JUDGEMENT LIENS: ☐ YES ☐ NO
IF YES, INDICATE WHICH: _____

DELINQUENT ON AD VALOREM PROPERTY TAXES: ☐ YES ☐ NO
IF YES, INDICATE WHICH: _____

REDEVELOPMENT DISTRICT:

☐ **ATWOOD**	☐ **BARRANCAS**	☐ **BROWNSVILLE**
☐ **CANTONMENT**	☐ **ENGLEWOOD**	☐ **ENSLEY**
☐ **OAKFIELD**	☐ **PALAFOX**	☐ **WARRINGTON**

ASSISTANCE IS REQUESTED TO COMPLETE THE FOLLOWING ELIGIBLE IMPROVEMENTS *(Check all that apply)*:

☐ **Total Electrical Rewiring Upgrade**	☐ **Replacement Roof (exclude repairs)**
☐ **Replacement Windows**	☐ **Central Heat and Air System Conversion**
☐ **Sanitary Sewer Connection**	☐ **Storm Shutter Installation**

PLEASE PROVIDE A DETAILED DESCRIPTION OF ALL IMPROVEMENTS **FOR WHICH YOU ARE REQUESTING FUNDING** UNDER THIS PROGRAM (If additional space is needed, attach description)

The information provided on this application is true and complete to the best of my knowledge and belief. I understand the information provided is required to determine my eligibility and does not assure my qualification. I agree to provide other documentation as may be required to determine my eligibility under this program.

Applicant Signature: _____ **Date**: _____

Co-Applicant Signature: _____ **Date**: _____

DRAFT

COMMUNITY REDEVELOPMENT AGENCY
MEMORANDUM OF UNDERSTANDING (MOU)

I, THE APPLICANT/CO-APPLICANT, AFFIRM THAT WORK HAS NOT COMMENCED ON ANY PORTION OF THE PROJECT REQUESTED FOR FUNDING UNDER THE COMMUNITY REDEVELOPMENT AGENCY (CRA) RESIDENTIAL REHAB GRANT PROGRAM.

I UNDERSTAND THAT WORK MAY NOT COMMENCE UNTIL FUNDING FOR MY PROPOSED PROJECT HAS BEEN APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (BCC) AND A NOTICE TO PROCEED ISSUED BY THE CRA.

Applicant Signature:_____ **Date:** _____

Co-Applicant Signature:_____ **Date:** _____

Program Administrator: _____ **Date:** _____

DRAFT

NOTICE TO APPLICANT(S): FLORIDA PUBLIC RECORDS LAW, F.S. CHAPTER 119

CRA Form-Public Records Notice-2015-11

This is a notice to you regarding the State of Florida's Public Records Law, Florida Statutes (F.S.) Chapter 119: Public Records. Under F.S. Chapter 119, the law requires that any records made or received by public agencies in the course of official business must be made available for inspection by the general public, unless specifically exempted by the Florida Legislature, or deemed confidential or exempted under federal law. Please be advised that in the course of the release of public records, Escambia County may release personal information including home address, email address and phone number, unless specifically exempted under law. You are hereby notified, pursuant to F.S. Chapter 119, that disclosure of your social security number has been collected on this application for identification and financial verification purposes to determine eligibility under this program, and will not be utilized for any other purpose, and/or released to any other agency and/or person(s) except where required under law. Please refer to F.S. Chapter 119.071 for details on Florida Public Records Law general exemptions.

The Community Redevelopment Agency requests that you disclose any exemptions under F.S. Chapter 119.071 which may apply to any person or persons referenced on this application for assistance.

Please check a box below:

[ ] The person(s) referenced on this application qualify for the following exemptions under F.S. Chapter 119.071 (please indicate the full name of the person(s) qualifying for exemptions listed):

_____

_____

_____

_____

[ ] The person(s) referenced on this application do not qualify for any exemptions under F.S. Chapter 119.071.

Your signature below confirms your review and understanding of this notification as it relates to the State of Florida's Public Records Law, F.S. Chapter 119, and applicable exemptions:

Applicant Signature: _____ **Date:** _____

Co-Applicant Signature: _____ **Date:** _____

Program Administrator: _____ **Date:** _____

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18281 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Community Redevelopment Agency Meeting Minutes, July 2, 2020
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 2, 2020 - Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

BACKGROUND:
On August 6, 2020, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this Recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this Recommendation.

Attachments

CRAMINUTESJULY_AUG2020

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
July 2, 2020
9:00 a.m.

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

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Alison Rogers, County Attorney
	Janice Gilley, County Administrator
	Wesley Hall, Assistant County Administrator
	Clara Long, Department Director

Call to Order.

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

Meeting was called to Order by Commissioner Lumon May at 9:00 a.m.

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal on June 27, 2020.

I. Public Forum

None.

II. Technical/Public Service

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 2, 2020 -Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

Motion made by Commission, District 1, Jeff Bergosh, Seconded by Commissioner, District 2, Doug Underhill

Vote: 5 - 0

III. Budget/Finance

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

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Felecia D. Kiwak owner of residential property located at 801 Bartow Avenue, Warrington Redevelopment District, each in the amount of $1,875, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Marjory Tandy owner of residential property located at 308 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $2,050, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection;

3. The Agreements between Escambia County CRA and Travelstar Properties, LLC owner of residential property located at 105 Marine Drive, Barrancas Redevelopment District, each in the amount of $2,225, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection; and

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

Motion made by Commissioner, District 5, Steven Barry, Seconded by Commissioner, District 1, Jeff Bergosh

Vote: 5 - 0

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of eight 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
Noeline M. Emmons	303 Gilliland Road	$5,557
Michael J. Bosso	116 South Second Street	$4,709
Mary M. Dodd	1 Park Drive	$6,000
Sharon Walker Edwards	201 Bryant Road	$5,022
It's A Home, LLC	510 South First Street	$6,000
Ladybug Ventures, LLC	4 Greve Road	$5,705
Lynnmarie Prock, Trust	8 Elegans Avenue	$4,043
Lynnmarie Prock, Trust	9 Rosea Drive	$4,335

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

Motion made by Commissioner, District 5, Steven Barry, Seconded by Commisioner, District 4, Robert Bender

Vote: 5 - 0

IV. Discussion/Information Items

The CRA Staff was directed to modify the CRA Policy regarding the Residential Rehabilitation Grant Program.

V. Adjournment

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18214 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: REQUEST FOR DISPOSITION OF PROPERTY
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Agency and reason stated.

BACKGROUND:
The Docket Book Holder is obsolete and is no longer needed.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CLERK DISPOSITION

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Pam Childers, Clerk & Comptroller COST CENTER NO: COC Official Records

Kara B. Cowen DATE: July 7, 2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Digitally signed by Kara Cowen Date: 2020.07.07 09:05:48 -05'00' Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	27861	DOCKET BOOK HOLDER	N/A	LARSON STEEL	1983	OBSOLETE

Disposal Comments: Items are obsolete. To be auctioned or sent to recycling.

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: Pam Childers Digitally signed by Pam Childers Date: 2020.07.07 16:07:57 -05'00'

Date: _____

FROM: Escambia County Department Director (Signature): Pam Childers Digitally signed by Pam Childers Date: 2020.07.07 16:08:12 -05'00'

Director (Print Name): _____

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-18104 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Permission to Enter Property (Non-Source) Agreement with Florida Department of Environmental Protection Relating to the Former Omni-Vest Landfill
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Permission to Enter Property - Non-Source Agreement with State of Florida, Department of Environmental Protection, for the Former Omni-Vest Landfill - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Permission to Enter Property - Non-Source Agreement with the State of Florida, Department of Environmental Protection (FDEP), to locate contamination, determine contamination levels, and when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor. Specifically, to improve the existing road including one existing box culvert and one bridge, and construct a temporary culvert bridge over the Clark Sand Pond outfall to allow truck access for regrading and capping the Former Omni-Vest Landfill, per FEDP's Remedial Action Plan.

BACKGROUND:

The former Omni-Vest Landfill (subject site), located at 4094 Idlewood Road, is a closed landfill with documented contamination as per Florida Department of Environmental Protection (FDEP) risk based corrective action criteria in Chapter 62-780, Florida Administrative Code (FAC), cleanup criteria in Chapter 62-777 FAC and landfill closure requirements Chapter 62-701 FAC, and FDEP's *Guidance For Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida* (May2001). The FDEP has now dedicated funds to conduct site remediation and is seeking permission to use the adjacent County property at Jackson Lakes to access the subject site during the construction period. The FDEP proposes to

improve the existing groundwork as well as construct road and bridge infrastructure to access the subject site as per the Draft Remedial Action Plan, dated May 1, 2008.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Permission to Enter Property - Non-Source Agreement was reviewed and approved as to form and legal sufficiency by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

There is no personnel impact associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

The Brownfield Coordinator and Department of Natural Resources Management staff will coordinate with applicable parties to implement the terms of the Agreement.

Attachments

Permission Agreement Omni-Vest

Aerial Map Alternate Route

Draft Remedial Action Plan Omni-Vest

PERMISSION TO ENTER PROPERTY- *NON-SOURCE*

1. The Parties. The undersigned real property owner, Escambia County ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and its Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") (see next paragraph).

2. The Property. Owner owns the certain parcel(s) 342S300250007025 and 372S305001000000 of real property located off Wiggins Ave and Ehrmann St, Pensacola, Florida.

3. The Source: The suspected source of the contamination is located at the Former Omni-Vest Landfill, off Idlewood Drive, Pensacola, parcel number # 342S300260002001, 342S300250001025, 342S300260000001 and 342S300252000000. The FDEP Facility ID # is ERIC_3823.

4. Permissible Activities. This Permission to Enter Property ("Permission") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780 or 62-730, Florida Administrative Code, without cost to the Owner to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. Specifically, to improve the existing road including one existing box culvert and one bridge, and construct a temporary culvert bridge over the Clark Sand Pond outfall to allow truck access for regrading and capping the Former Omni-Vest Landfall per the Department's Remedial Action Plan.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner. Work will proceed for approximately 72 weeks from the begin date of the task assignment.

6. No Admission. The granting of this Permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

8. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Permission shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

9. Equipment Ownership. The temporary bridge, and remedial equipment, if necessary, installed pursuant to this agreement are the property of the Department. Please contact the Contactor or the Department if you have any concerns or there are any problems with this equipment.

10. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

11. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

12. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

13. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility or project number referenced above in paragraph 4. http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Steven Barry, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

Escambia County, Florida
c/o County Administrator
221 Palafox Place
Pensacola, FL 32502
(850) 595-4900
Preferred Correspondence - Email: ☐ Phone: ☐

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: June 16, 2020

Accepted by Contractor on behalf of the State of Florida Department of Environmental Protection:

_____
Signature of Contractor

_____
Signature of Witness

_____
Print Name of Contractor Date

_____
Print Name Date

_____
Company Name Phone Number

DEP Project Manager: _____

Email: _____

Phone: _____



N

0 400'

SCALE IN FEET

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

ALTERNATE ACCESS ROUTE

ARCADIS

FIGURE 14

ARCADIS
Infrastructure, environment, facilities

Imagine the result

Florida Department of Environmental Protection

Draft Remedial Action Plan

Omni-Vest Landfill
4094 Idlewood Road
Pensacola, Florida
FDEP Facility ID: #50
Task Assignment: H03D

May 1, 2008

ARCADIS

Draft Remedial Action Plan

Omni-Vest Landfill
4094 Idlewood Road
Pensacola, Florida
FDEP Facility ID: #50
Task Assignment #H03D

Prepared for:
Florida Department of Environmental Protection

Antonio Cardoso
Environmental Specialist

Joe Darby
Senior Environmental Specialist

James M. Bedessem, P.E.
Associate Vice President

Prepared by:
ARCADIS
14055 Riveredge Drive
Suite 400
Tampa
Florida 33637
Tel 813.903.3100
Fax 813.903.3129

Our Ref:
TF007095.0001

Date:
May 1, 2008

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1. Introduction

ARCADIS is pleased to submit to the Florida Department of Environmental Protection (FDEP) this Remedial Action Plan (RAP) for the Omni-Vest Landfill, located at 4094 Idlewood Road, Pensacola, Escambia County, Florida (**Figure 1**). This RAP has been prepared in accordance with State risk-based corrective action criteria in Chapter 62-780 Florida Administrative Code (FAC), cleanup criteria in Chapter 62-777, FAC, landfill closure requirements Chapter 62-701 FAC, and FDEP's *Guidance For Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida* (May 2001). In addition, this RAP presents an overview of the site, a summary of the previous assessment activities and the design for the selected remedial alternatives.

1.1 Remedial Action Objectives

The objective of this RAP is to provide the design information necessary for closure of the landfill and identify post-closure monitoring activities.

Closure requirements for waste left in place are generally subject to the regulatory requirements at the time of landfill closure (FDEP 2001). At the time the landfill was closed, landfill closure requirements fell under Department of Environmental Regulation Chapter 17-7, "Resource and Management Part I: Solid Waste Facilities" May 25, 1979 which indicated the following closure requirements:

- No closure permit;
- Two feet of earth compacted in 6-inch layers with the top 6-inch layer loosely compacted to promote plant growth;
- Slopes no greater than 3:1;
- Site seeded or planted with grass or suitable vegetation;
- Site to be maintained until stabilized by controlling erosion, maintaining grass cover, prevention of ponding, and prevention of deposited wastes from hazard or nuisance; and
- Landfill to be monitored including collection and treatment of leachate, until the site is stabilized.

Based on these requirements, a closure strategy was developed and includes (1) clearing and grubbing of the entire landfill, (2) relocation of waste to stabilize the western and southwestern slopes, (3) placement of a 2-foot thick soil cover, and (4) construction of surface water control features. The post-closure activities include a free-phase product recovery program in conjunction with a monitoring plan for groundwater and subsurface vapor (methane) at the site. Groundwater quality will be monitored to determine if concentrations of constituents of concern (COC) remain below groundwater cleanup target levels (GCTLs) specified in Chapter 62-777 FAC.

1.2 Site Description

The subject site is located at 4094 Idlewood Road, Pensacola, Escambia County, Florida (**Figure 1**). The site is located within an area zoned residential (R-2) "Single – Family District, Low-Medium Density", which is characterized by predominantly residential land use. The landfill is approximately 5 acres and is located at latitude 30°24'57" North and longitude 87°15'55" West (ESE, 1985). The landfill property is bordered by the former Clark Sand Pond to the west/southwest; the St. Louis and San Francisco Railroad to the north; Idlewood Drive to the east; and a private residence (formerly the Stewart residence) to the southeast. Bayou Chico, a brackish tributary of Pensacola Bay is located approximately 500 feet south of the site (**Figure 2**).

Most of the landfill property is currently overgrown with thick vegetation. Access to the property is through a locked gate off Idlewood Drive on the eastern portion of the property. Site access is restricted by an 8-foot high, chain-link fence on the east, north and south property perimeters. A depression (onsite pond) in the western portion of the property appears to receive storm-water runoff from the western portion of the property. Stormwater runoff also enters the former Clark Sand Pond, located immediately west/southwest of the site (**Figure 2**).

Prior to 1972, the Omni-Vest site was an un-permitted commercial landfill known as the Newport Landfill or Bell's Landfill which accepted demolition debris, leaf litter, and household garbage (NUS, 1988). Omni-Vest, Inc. purchased the site in 1972 and reportedly contracted with Tenneco Chemicals, Inc. (later known as Reichold Chemicals, Inc.) of Pensacola for the disposal of "wood chips and wash sand" from its turpentine producing facility (NUS, 1988). Use of the landfill ceased sometime in 1977. The total volume of landfill waste material has been estimated at 190,000 cubic yards (ESE, 1985). According to previous reports, no liner exists beneath the Omni-Vest fill material to prevent downward migration of contaminants into the underlying aquifer (NUS, 1988).

The Omni-Vest Landfill permit expired in September 1980. In December 1980, the FDEP issued a Notice of Violation for disposal of wastes prohibited by the permit and for failure to close the landfill upon permit expiration. Several site assessment activities conducted between 1979 and 1998 indicated concentrations of metals, volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAHs) in groundwater and sludge deposits at the site.

1.3 Site Lithology and Hydrogeology

Review of the United States Department of Agriculture (USDA) Soil Survey of Escambia County, revealed that the native near-surface soils at the site are of the Troup Series. Soils of the Troup Series are fine to loamy sand and sandy clay loam. The Troup soils are generally well drained and moderately permeable. The Omni-Vest site is located within a unit designated Pits. Pits in this area have typically had Troup soils removed to a depth of 5 to 35 feet (USDA, 1960).

Three hydro-stratigraphic zones exist in Escambia County: the sand and gravel aquifer, the intermediate confining unit, and the Floridan aquifer. The sand and gravel aquifer is estimated to extend to an approximate depth of 235 feet in the area of the landfill. Three permeability zones make up the sand and gravel aquifer and are known as the surficial zone, low permeability zone, and the main producing zone. Most of the major well fields in Escambia County obtain their water supply from the sand gravel beds of the main producing zone.

Based on information collected during February and April 2005, the apparent groundwater flow direction at the site is to the south. The water level measurements ranged between 3.14 and 46.18 feet below ground surface (ft bgs). The average horizontal hydraulic flow gradient was calculated at 0.0056 feet per feet (ft/ft).

Slug testing was performed at five monitor wells (screened between 22 and 63 ft bgs) to evaluate the hydraulic properties of the surficial aquifer (ESE, 1985). The results of the slug tests indicate the average hydraulic conductivity (K) is 26.84 feet per day (ft/day). Based on the horizontal gradient of 0.0056 ft/ft, K of 6.48 ft/day, and an assumed porosity of 30 percent (Driscoll, 1986), the average groundwater flow velocity is estimated at approximately 0.5 ft/day or 183 feet per year (ft/year).

1.4 Well Survey

ARCADIS had Escambia County Health Department (ECHD) and Northwest Florida Water Management District (NWFWMD) perform a database search for all permitted supply wells within 0.5 mile radius of the site (ARCADIS, 2005). ECHD and NWFWMD databases did not identify any public supply within a 0.5-mile radius of the site. The NWFWMD database identified 8 private supply wells within 0.5 mile of the site. During site assessment activities in February 2005, ARCADIS completed a windshield survey of property within 0.25 mile of the site and did not observe a private supply well.

The nearest public drinking water supply well is the Peoples Water Service Well No. 8, located approximately 2,800 feet southwest (downgradient) of the landfill. According to Peoples Water Service, Well No. 8 is 240 feet deep, cased to a depth of 190 ft bgs, and is pumped at a rate of 830 gallons per minute (gpm).

2. Summary of Previous Investigations

Prior assessment activities have included general site characterization in conjunction with soil, sediment, groundwater, and surface water sampling activities. Detailed information concerning site assessment activities can be found in the Revised Site Assessment Report (RSAR) (ARCADIS, 2005). In January 2006, ARCADIS completed supplemental site assessment activities including groundwater sampling and monitor well installation activities, combustible gas investigations, and signage posting. The results of these activities were summarized in the Supplemental Site Assessment Report (SSAR) submitted to the FDEP in April 2006 (ARCADIS, 2006a).

In late August/early September 2006, supplemental assessment of groundwater and subsurface combustible gas (methane) and the first semi-annual groundwater monitor event were performed. Assessment activities included installation of additional monitor wells and vapor wells; purging, sampling and analysis of groundwater and subsurface vapor samples; measurement of water-levels, product-checks, and field water quality. Surveying of the wells, land-clearing, and fence repairs were also performed. A report of the results was submitted to the FDEP in December 2006 (ARCADIS, 2006b).

In April 2007, ARCADIS submitted the Closure Strategy Report and Opinion of Probable Costs for the subject site. The report included a description of the assessment methodologies utilized to estimate cover thickness, the results of limited waste trenching, and sampling/testing results of overburden material and waste performed during field work completed from January 30 to February 1, 2007

(ARCADIS, 2007a). In June 2007, ARCADIS submitted the Second Semi-Annual Monitoring Report. This monitoring report included the results of groundwater and subsurface combustible gas monitoring activities performed on April 11 and 12, 2007 (ARCADIS, 2007b).

Assessment activities were conducted in accordance with the FDEP Standard Operating Procedures (DEP-SOP-001/01) for field activities dated February 1, 2004. The discussion below summarizes the major findings of previous assessment activities conducted at the site.

2.1 Soil Assessment Summary

The soils of the Omni-Vest Landfill have been assessed on different occasions since the early 1980s. A summary of soil assessment results from activities conducted at the landfill before February 2005 can be found in the RSAR (ARCADIS, 2005).

2.1.1 Surface Soil Summary – February 2005

- The surface soil (0 to 1 ft bgs) in the areas sampled inside the landfill and on the perimeter of the landfill do not contain VOCs, base-neutral/acid extractables (BNAs), metals, polychlorinated biphenyls (PCBs) and cyanide above Soil Cleanup Target Levels (SCTLs) specified in Chapter 62-777 FAC. Total petroleum hydrocarbons (TPH) were detected above the FDEP SCTLs for residential direct exposure and leachability in Sample SS-7 (612 micrograms per kilogram [mg/kg]) (**Figure 3**).

- Arsenic was reported above the FDEP SCTL for residential direct exposure, but below the commercial/industrial direct exposure SCTL in Sample SS-8 (3.44 mg/kg), located along the St. Louis and San Francisco Railroad to the north and outside the fenced portion of the landfill. Considering the sample location and the infrequency of arsenic in the other samples, the arsenic at this location is most likely unrelated to landfill operations (**Figure 3**).

2.1.2 Soil Assessment Summary – January 2007

To assess the soil type, consistency, and depth to waste (cover thickness), ARCADIS installed twenty (20) test pits at select locations within the site property boundary. Test pit locations are depicted on **Figure 4**. Test pits were installed to depths ranging from 4 ft bgs to 11 ft bgs using a backhoe. Three soil samples were collected from test pits

at discrete depths that were selected based on the high amount of terpene-related wastes encountered and submitted to a fixed-based laboratory for analysis of eight Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) by USEPA Test Methods 6010 and 7471; select VOCs by USEPA Test Method 8260; and PAHs by USEPA Test Method 8310.

Soil sample analytical results are summarized in **Table 1** and are illustrated in **Figures 5**, **6**, and **7**. Soil analytical results indicate the following:

- Laboratory analysis of soil samples for RCRA metals reported soil concentrations below their corresponding residential direct exposure FDEP SCTLs. Soil results from Test Pit 3 (4-5') contained chromium at 68.1 mg/kg, which is above the soil leachability FDEP SCTL (**Figure 5**);

- Laboratory analysis of soil samples for VOCs reported soil concentrations below their corresponding residential direct exposure FDEP SCTLs. Test Pit 3 (4-5') soil analytical results indicated ethylbenzene (4.09 mg/kg), methylene chloride (0.873 mg/kg), toluene (78 mg/kg), and xylenes (28.5 mg/kg) at concentrations exceeding their respective soil leachability FDEP SCTLs. Soil analytical results from Test Pit 18 (4-11') contained toluene concentrations (0.604 mg/kg) above the soil leachability FDEP SCTL (**Figure 6**); and

- Soil sample laboratory analysis of PAHs reported soil concentrations below their corresponding residential direct exposure FDEP SCTLs. Samples from Test Pit 3 (4-5') contained naphthalene (12.60 mg/kg), 1-methylnaphthalene (5.73 mg/kg), and 2-methylnaphthalene (16.5 mg/kg) at concentrations exceeding their respective soil leachability FDEP SCTLs (**Figure 7**).

2.1.3 Geotechnical Soil Assessment Summary – January 2007

In an effort to establish basic geotechnical parameters, six samples were collected from select test pits to obtain a comprehensive representation of materials that may be encountered during closure. Samples were submitted to a geotechnical laboratory for the analysis of moisture content by American Society for Testing and Materials (ASTM) 2216; sieve analysis by ASTM C136; and maximum soil density by modified proctor by ASTM D1557. Geotechnical results indicate the following:

- In general, the soil was described as poorly graded sand, with silt and/or clay at some locations. The soil was classified as SP to SP-SM/SP-SC using the Unified Soil Classification System (USCS);

- Moisture content analytical results ranged from 10.0% in Test Pit 9 (0-6') located in the central-northern portion of the site, to 14.0% in Test Pit 5 (0-6') located in western portion of the landfill;

- Results of the sieve analysis indicated samples with 2.3% to 12.0% (by weight) of fines passing the #200 screen; and

- Maximum soil density results ranged from 103.5 pounds per cubic foot (lbs/ft^3) in Test Pit 1 (6') located in the north-western portion of the site, to 114.0 lbs/ft^3 in Test Pit 4 (0-4') located central-eastern portion of the landfill.

2.2 Sediments and Surface Water Assessment Summary

In February 2005, ARCADIS completed sediment and surface water assessment activities. A summary of the analytical results above the laboratory method detection limits for sediment and surface water samples is presented in **Figures 8** and **9**, respectively. Analytical results indicated the following:

- Sediment samples SD-1 and SD-2 collected from the onsite pond and Sample SD-7 off the landfill contained constituents above the state toxic effect levels (TELs). The analytical results indicate concentrations of chromium, copper, lead, mercury, nickel, and zinc above the state TELs (**Figure 8**); and

- Analytical results for surface water samples SW-1 and SW-2 collected from the onsite pond indicate TPH and zinc concentrations above the state Freshwater Surface Water Cleanup Target Levels (CTLs) per Chapter 62-777 FAC. The results of the five offsite surface water samples (SW-3 – SW-7) indicate concentrations of constituents below FDEP Freshwater Surface Water CTLs (**Figure 9**).

2.3 Groundwater and Free-Phase Product Assessment Summary

Site groundwater is currently monitored by a network of twenty-six (26) groundwater monitoring wells. In addition, three (3) product recovery wells are located in the western portion of the site (**Figure 2**). Groundwater assessment activities have

included free-phase product checks, water levels measurements, and sampling and analysis of groundwater samples.

2.3.1 Product Checks, Water Level and Groundwater Flow

Well construction details, free-phase product check, and groundwater elevation data are summarized on **Table 2**. Free product has been observed in MW-5 (eastern portion of the site) and MW-4, RW-1, RW-2, and RW-3 (western portion of the site). Free-product thickness has historically ranged from approximately 0.2 to 9.30 feet. The product thickness in each well had been consistent since August 2006. The groundwater flow direction in the shallow (above -20 feet National Geodetic Vertical Datum [NGVD]) and the deeper (below -20 feet NGVD) groundwater has been generally toward the south-southwest toward Clark Sand Pond and Bayou Chico.

2.3.2 Groundwater Analytical Results

A summary of historical groundwater analytical results is presented in **Tables 3** and **4**. For comparison purposes, the FDEP GCTLs presented in Chapter 62-777 FAC are included in the tables. A plan view of the groundwater analytical results is shown on **Figure 10**. The main COCs associated with the site are TPH, naphthalene, and toluene. The results of the previous groundwater assessment indicate the following:

- Groundwater assessment activities conducted in February 2005 indicated that COC groundwater impacts above the FDEP GCTLs existed at the site;

- Groundwater assessment activities conducted in January 2006 indicated that groundwater COC concentrations above the FDEP GCTLs were present (**Figure 10**). However, the groundwater beneath the identified free-phase product was not impacted with the COC, indicating that the free-phase product is weathered and does not appear to be dissolving or migrating with the groundwater; Semi-Annual monitoring events conducted in August 2006 and April 2007 confirmed concentrations of TPH, naphthalene, and isopropylbenzene above their respective FDEP GCTLs in groundwater at the site (**Figure 10**); however, these values were below Natural Attenuation Default Concentrations (NADCs) specified in Chapter 62-777 FAC and were present in only a limited area of the site; and

- Groundwater is not impacted with metals that were detected in soils greater than the leachability SCTLs; therefore, soils do not appear to be a source to groundwater.

3. Supplemental Groundwater Assessment

On March 13 and 14, 2008, ARCADIS performed supplemental groundwater assessment activities to gather current data on site conditions. The methodologies used during assessment activities included free-phase product thickness measurements, water-level measurements, purging and sampling of 13 monitor wells, and analysis of groundwater samples collected at the site. Groundwater sampling activities were conducted in accordance with the FDEP SOP for Field Activities (DEP-SOP0001/01) dated February 1, 2004.

3.1 Supplemental Groundwater Assessment Methodologies

On March 13, 2008, free-phase product checks and water-level measurements were obtained from 26 monitor wells and 3 recovery wells (**Table 2**). Free-phase product and water-levels were measured using a Solinst® Oil/Water Interface Meter. The air/product interface measurement was measured on the way into the liquid, and the water/product interface on the way up.

On March 13 and 14, 2008, 13 of 29 wells (MW-3B, MW-11, MW-14, MW-15, MW016, MW017, MW018, MW019, MW020, MW021, MW022, MW023, and MW-E) were purged and sampled. Groundwater samples were delivered to a fixed-base National Environmental Laboratory Accreditation Conference (NELAC)-accredited laboratory (Xenco Laboratories) for analysis of VOCs plus naphthalene by USEPA Test Method 8260B and TPH by FL-PRO Method. Copies of field documentation including calibration logs, water-level measurements and groundwater sampling logs are presented in **Appendix A**.

3.2 Supplemental Groundwater Assessment Results

Groundwater analytical results were compared to the FDEP GCTLs provided in Chapter 62-777 FAC. The analytical summary of COC concentrations in groundwater is presented in **Tables 3** and **4**. A copy of the laboratory analytical report for the supplemental groundwater assessment activities is included in **Appendix B**. The results of the groundwater assessment activities performed at the Omni-Vest Landfill are described below.

3.2.1 Product Thickness, Water Level and Groundwater Flow

Well construction details, free-phase product thickness, and groundwater elevation data are summarized on **Table 2**. On March 13, 2008, a free-product thickness of 0.70 feet was measured in MW-5 located in the eastern portion of the site. In addition, free-phase product thickness ranges from 0.20 to 11.15 feet in MW-4, MW-8, RW-1, RW-2, and RW-3 located in the western portion of the site. With the exception of Monitor Well MW-8, product thickness measurements collected during the March 2008 sampling event were consistent with previous assessment results.

Groundwater elevations and groundwater flow direction for the March 2008 event were plotted for the shallow (above -10 feet NGVD), intermediate (-10 to -30 feet NGVD) and deeper (below -30 feet NGVD) zones and presented on **Figures 11, 12** and **13**, respectively. Based on these data, depth to water in the shallow zone ranges between 19.66 and 48.15 ft bgs; the apparent horizontal groundwater-flow direction is to the south-southwest at a horizontal gradient of 0.005 ft/ft (**Figure 11**). Depth to water in the intermediate zone ranges between 23.21 and 29.27 ft bgs; the apparent horizontal groundwater-flow direction is to the southwest at a horizontal gradient of 0.005 ft/ft (**Figure 12**). Depth to water in the deeper zone ranges between 22.90 and 27.74 ft bgs; the apparent horizontal groundwater-flow direction is to the southwest at a horizontal gradient of 0.0075 ft/ft (**Figure 13**).The groundwater flow direction is consistent with previous groundwater flow results.

An anomalous water-level measurement of 4.41 ft bgs was collected at Monitor Well MW-E. The depth to water in MW-E is assumed to be attributed to a perched water table in the western portion of the site, as the nearest well (MW-9) has a depth to water measurement of 27.92 ft bgs. It was also noted that there is a possible obstruction in MW-E, as the well depth is only 13.0 ft bgs. These shallow water-level measurements in MW-E have consistently been reported since February 2005.

3.2.2 Groundwater Analytical Results

It is apparent that there is an upward groundwater gradient across the site with more pronounced gradients near Clark Sand Pond on the western side of the site. On the eastern side of the side a slight vertical upward gradient of 0.02 feet was observed between shallow Monitor Well MW016 (mid-screen at 2.37 feet NGVD) and deeper Monitor Well MW017 (mid-screen at -40.44feet NGVD). On the western side of the site, vertical upward gradients were observed at two locations; 0.3 feet upward gradient between Monitor Well MW-18 (mid-screen at -24.88 feet NGVD) and Monitor Well

MW-19 (mid-screen at -44.89 feet NGVD) and 0.16 feet upward gradient at Monitor Well MW-20 (mid-screen at -23.53 feet NGVD) and Monitor Well MW-21 (mid-screen at -43.9 feet NGVD). Groundwater Analytical Results

The groundwater assessment analytical data is presented in **Figure 10**. The results of the March 2008 groundwater assessment indicate the following:

- USEPA Method 8260B analytical results indicated that VOC concentrations were detected below their respective FDEP GCTLs and/or laboratory method detection limits in groundwater samples collected at the site;

- FL-PRO analytical results indicated that TPH concentrations were detected below the FDEP GCTL and/or laboratory method detection limits in groundwater samples collected at the site;

- A comparison of the March 2008 sampling event to previous sampling events indicates that concentrations of VOCs, naphthalene, and TPH in groundwater samples collected at the site have decreased since initial assessment activities (**Tables 3** and **4**);

- The groundwater beneath the free-phase product is not impacted with COC concentrations above the FDEP GCTLs, indicating that the free-phase product is not dissolving into the groundwater; and

- TPH in soil greater than Leachability SCTL is not a continuing source to groundwater.

3.3 Quality Assurance/Quality Control

This section summarizes the quality assurance/quality control (QA/QC) procedures for samples collected in March 2008. One QA/QC sample (duplicate) was collected from Monitor Well MW017 and delivered to a fixed-based laboratory (Xenco Laboratories) for analysis of VOCs by USEPA Test Method 8260 during this event. The analytical data provided was reviewed for laboratory precision, accuracy, and completeness. The data were deemed acceptable based on the following information:

- Samples were prepared and analyzed within specified method holding times;

- The analytical results of the original sample (MW017) and duplicate sample (DUP001) were similar;
- Laboratory method blanks were analyzed for three selected TPH target compounds. The target compounds were reported below detection limits;
- Laboratory method blanks were analyzed for three selected VOC target compounds. The target compounds were reported below detection limits;
- Laboratory control sample (LCS) surrogate recoveries were low for TPH analysis. The control limits for percent recovery are 82 to 142% (o-Terphenyl), yet surrogates recoveries were reported as low as 50%. For most samples, one of the two surrogates was within acceptable ranges, which is the standard laboratory requirement; and
- LCS surrogate recoveries for VOC analysis were within control limits.

4. Combustible Gas Assessment

Combustible gas (methane) investigations were initiated during supplemental assessment activities conducted at the site by ARCADIS in January 2006. Five (5) methane monitoring wells (VM001 through VM005) have been installed on the eastern, southern, and southwestern boundaries of the site to determine if impacts, if present, are migrating offsite (**Figure 2**). The methane lower explosive limit (LEL) is 5% (50,000 parts per million [ppm]) by volume and the upper explosive limit (UEL) is 15% (150,000 ppm) by volume.

4.1 Vapor Monitor Well Sampling and Analysis

On March 14, 2008, vapor samples were collected from five wells in general accordance with Solid Waste Rules 62-7091.530 FAC. Vapor samples were delivered to a fixed-base laboratory (Microseeps, Inc.) for analysis of methane gas by USEPA Test Method AM20GAX.

4.2 Vapor Sample Results

The laboratory analytical results of the vapor samples are summarized in **Table 5**. The reported methane concentrations at VM001 through VM005 are shown in **Figure 14**. A copy of the laboratory analytical report for the combustible gas assessment activities

is included in **Appendix B**. The analytical results for the March 2008 vapor samples indicate the following:

- The methane concentration at VM003 was reported at 420% LEL, indicating that the waste in the vicinity of VM003 is producing methane. The production of methane is most likely the result of the anaerobic decomposition of organic material within the waste. This well as had the highest historical methane concentrations as compared to the other four vapor monitor wells, which have been less than 1% of LEL;

- Methane concentrations at VM001 (0.780 ppm by volume) and VM002 (0.960 ppm by volume) decreased compared to the April 2007 results. The methane concentrations in the southwestern portion of the landfill have been reported well below 1% of LEL since January 2006;

- Methane concentrations at WM004 and VM005 increased compared to the April 2007 vapor monitoring results. However, methane concentrations in the southeastern perimeter of the landfill have remained relatively stable and well below 1% of LEL since August 2006; and

- Based on methane concentrations reported in four vapor monitor wells located along the southwestern and southeastern perimeter of the landfill, offsite migration of gas emissions beyond the waste and/or the property perimeter is not apparent. The area of methane emissions is limited to the vicinity of VM003.

5. Closure Strategy Summary

In April 2007, ARCADIS submitted a closure strategy report to FDEP that identified the regulatory requirements to close the landfill and presented several alternatives for landfill closure. The landfill closure requirements that were identified are presented in the objectives section of this report (Section 1.1). The following sections summarize the work presented in the closure strategy report.

5.1 Current Site Setting

The landfill in its current state does not meet the minimum landfill closure requirements. Some locations of the landfill do not have two feet of earth cover over the waste and slopes along the southwestern, western, and northwestern portion of the

landfill are significantly steeper than 3 to 1 (ranging from 2.5:1 to 1:1). Portions of the slopes in the vicinity of Monitor Well MW-14 have failed and begun slumping toward Clark Sand Pond.

The landfill has not been maintained and includes areas of significant sloughing and erosion. In addition, ponded water currently exists on the landfill within the waste footprint, which greatly increases the potential for water infiltration and potential LNAPL migration.

5.2 Remedial Alternatives Evaluation

Using applicable regulatory considerations, FDEP's guidance documents and historical site data, ARCADIS developed three separate closure strategies for the Omni-Vest Landfill. The closure strategies were evaluated against threshold criteria (regulatory compliance, long-term effectiveness, implementability, and community acceptance). Construction costs were developed for each strategy. Consideration was also given to surrounding current/future land use and potential property end uses, such as parking lots, parks, ball fields, etc. for each closure option. Detailed information regarding the evaluation of potential closure options can be found in the Closure Strategy Report and Opinion of Probable Costs (ARCADIS, 2007a).

5.3 Selected Remedial Alternative

The closure strategy includes the clearing and grubbing of the entire landfill, relocation of waste to stabilize the western and southwestern slopes, placement of a 2-foot thick soil cover for the entire footprint of the waste, and construction of surface water control features. In addition, ARCADIS recommends the implementation of a free-phase product recovery program in conjunction with a groundwater and subsurface vapor (methane) monitoring plan. The design for the proposed remedial alternative is presented in the following section.

6. Remedial Action Design

A RAP summary form is included in **Appendix C**. A RAP checklist with the applicable sections completed is included in **Appendix D**. On April 3, 2008, ARCADIS and FDEP conducted a site meeting to address the scope of work, locations of work to be completed, remedial action details, and general construction issues. The grading, drainage, and sediment control plan associated with the selected remedial activities are presented in **Appendix E**.

6.1 Preparation of Work Plans

For implementation of the selected remedial action, Work Plans will be developed in accordance with State and Federal regulations. Preparation of Work Plans will consist of the Health and Safety Plan (HASP), Air Monitoring Plan (AMP), Stormwater Pollution Prevention Plan (SWPPP), Excavation and Materials Handling Plan (EMHP) and Construction Quality Assurance Plan (CQAP). These plans will be submitted to FDEP for review and approval following selection of an earthwork subcontractor and prior to the start of intrusive activities at the site.

6.1.1 Health and Safety Plan

A site specific HASP will be developed for identification and notification of chemical and physical hazards known to be associated with the remedial activities. The HASP will meet the requirements for health and safety protection and planning as required by the Occupational Safety and Health Administration (OSHA) requirements in Title 29 Code of Federal Regulations, Part 1910 and 1926 as applicable.

6.1.2 Air Monitoring Plan

The AMP will be completed for both worker safety and offsite protection. The AMP will include continuous air monitoring during waste relocation and slope stabilization of the landfill. Monitoring points will be established to protect excavation crews and nearby residences. Air monitoring program may include continuous VOC and dust monitoring. It is anticipated that air monitoring devices will be located on the northeast corner of the site (toward the closest residences).

6.1.3 Stormwater Management Plan

Stormwater runoff and erosion control measurements will be identified in the SWPPP. The SWPPP will include identification and selection of best management practices. Several erosion control measures are included in the design drawings (Appendix E). Silt fences will be installed around the site to prevent off-site movement of site soils. Temporary diversion berms and a sediment basin will be installed during construction to retain runoff and act as a sediment trap; overflow from the sediment basin will be directed to Clark Sand Pond. Riprap will be installed along the edge of Clark Sand Pond to prevent shore erosion along the pond. Erosion control matting will be installed on areas with slopes greater than 4:1 to minimize erosion while vegetation is established.

6.1.4 Excavation and Materials Handling Plan

Using the data collected during the trenching program conducted in February 2007, every attempt was made to limit relocation of the waste which contains free-phase product, in an effort to minimize exposure to potentially hazardous waste. However, when hazardous waste is encountered, it will require handling in accordance with State and Federal regulations. Consequently, an EMHP will be developed for the site. The Plan will also include the criteria and methodology for analysis of offsite soils to be use for soil cover and slope stabilization. FDEP has provided guidance regarding analytical requirements for backfill brought from off-site sources (**Appendix F**). Also included in the plan, the procedures for the decontamination of heavy equipment, trucks and support vehicles leaving the site.

6.1.5 Construction Quality Assurance Plan

The CQAP will be developed to assure that the construction activities are completed according to the design specifications. This plan will include such items as approval of backfill, compaction of relocated waste materials, compaction of the soil cover, installation of surface water control structure, and survey data.

6.2 Site Preparation

Site preparation will consist of several tasks that are necessary for the start of intrusive activities at the site. A description of various preparation activities are discussed below.

6.2.1 Site Access

The primary access route to the site is through Rose Street and Idlewood Drive located on the eastern side of the site. Because this is a residential area, there is some concern about this access route. Construction activities will require that heavy earthmoving equipment be brought on-site and approximately 1,430 dump trucks (10 cubic yard capacity) will be required to bring in landfill cover soils from off-site sources. It may be necessary to trim trees, relocate cable, telephone, and/or electrical power lines along Rose Street to allow sufficient clearance for the truck traffic. A community education and notification program is recommended.

Alternative access routes will be evaluated. One potential route is from the south through property owned by Escambia County and currently used by the Escambia

County Road Department. Some preliminary phone calls with Escambia County indicate that road improvements may be necessary to support truck traffic and Corps of Army Engineer permits may be required to cross the current Clark Sand Pond outfall structure (this outfall structure would need to be restored following the landfill construction activities). Clark Sand Pond was purchased by Escambia County to be used as a long-term for storage of dredging spoils from the Bayou Chico.

Another access alternative is to use the St. Louis and San Francisco Railroad to bring in backfill by rail and off-load near the site. ARCADIS will continue to identify alternative routes prior to the start of construction activities.

6.2.2 Property Access

The landfill is currently owned by several property owners. FDEP will coordinate with the various site owners to secure the necessary access agreements, as well as deed restrictions indicating that the new landfill cover should be maintained and not disturbed and prohibiting groundwater use at the site. In addition, FDEP will secure construction easements from the St. Louis and San Francisco Railroad to relocate the fence portion along the north property boundary.

6.2.3 Permits

ARCADIS has contacted Escambia County, the Northwest Florida Water Management District NWFWMD, and FDEP regarding potential permit requirements for this work. Identified permits include the following:

- Environmental Resource Permit – permit issued by FDEP (Submerged Lands Program located in the Northwest Office – Pensacola). This is an extensive permit application that details the erosion and stormwater pollution prevention plan for the site. Estimated time to secure permit is 4-6 months;

- Land Disturbance Permit – permit issue by Escambia County Building Department. Involves completion of a simplified form. Estimated time to secure permit is 1-2 days; and

- Modular Office Trailer Permit – permit issued by Escambia County Building Department. Involves completion of a form and submittal of engineered drawings for trailer anchoring and foundation. A permit is only required for trailers exceeding 32 feet in length. Estimated time to secure is one week.

- Use of Water From Clark Sand Pond For Dust Control – Escambia County owns Clark Sand Pond and permission to use the water from the pond is required. The NWFWMD was contacted regarding the need for a consumptive use permit to use the pond water; however, no permit is required.

6.2.4 Clearing

Clearing activities will include the cutting and chipping of existing trees and shrubs. Clearing will be expanded to the entire footprint of the landfill. To minimize trucked materials leaving the site, the vegetation will be chipped and left onsite and incorporated into the new cover system.

6.2.5 Well Abandonment

Due to the extensive clearing.grubbing and grading work that will be completed across the entire site, it will be necessary to abandon all the on-site wells. Therefore, prior to initiating the earthwork, a driller licensed in the State of Florida will mobilize to the site to properly abandon 25 monitor wells (MW-1B, MW-2, MW-3B, MW-4, MW-5, MW-6, MW-7, MW-8, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14, MW-15, MW016, MW017, MW018, MW019, MW020, MW021, MW022, MW-A, MW-B, and MW-E), 3 recovery wells (RW-1, RW-2, and RW-3), and 5 vapor monitor wells (VM001 through VM005) located within the area of remedial activities (**Figure 15**). The wells will be abandoned using the tremie-pipe method (filling each well with grout starting at the bottom to the surface).

6.2.6 Dust Control Water

A temporary tank will be set-up on the site to contain water that will be used for dust control during earthmoving activities. The source of water used for dust control will be treated water from the on-site pond and water from the Clark Sand Pond. As noted in Section 6.2.3, the pond is owned by Escambia County and it will be necessary to request permission to use the pond water.

6.2.7 Construction Trailer

A construction trailer will be temporary installed to accommodate an office for workers. The trailer will be located on the Cole Property (former Stewart residence) and new fencing will be installed around the trailer for security purposes (**Figure 15**). The Cole house will remain and will not be razed.

6.3 Pond Water Management

It is anticipated that the water in the onsite pond would require removal prior to the re-grading of the site. Based on the site characterization data, the pond water contains TPH and zinc above SCTLs. It is anticipated that the zinc is associated with or adsorbed to suspended solids in the pond water. If so, the suspended solids and associated zinc can be removed by filtration. The pond water will be re-sampled prior to de-watering of the pond to evaluate the dissolved zinc concentrations to determine if other zinc treatment methods are required. At this time, it is assumed that the pond water can be treated by pumping through liquid-phase granular activated carbon (GAC) vessels. The GAC will act to filter suspended solids (and associated zinc) and will adsorb the organic compounds (TPH). Two 55-gallon GAC vessels (total of 400 pounds of GAC) will be used in parallel to provide sufficient treatment of the pond water. A calculation, provided in Appendix G, estimates the GAC requirement to be 126 pounds to remove the TPH. The treated liquids from the onsite pond will be then placed into a water storage tank that will be used for dust control during construction activities.

6.4 Surface Water Control Structures

Surface water control structures will be installed during construction activities for erosion and sediment control and are shown on the design drawings in **Appendix E**. Control structures include diversion berms, sediment trap, down drains and floating sediment barrier and were designed based on a 25-year, 24-hour storm event. Calculations and/or design guidance for some of these structure types is provided in **Appendix H**. Following is a description of the design rational used for each.

6.4.1 Diversion Berms

Diversion berms will be located within the property to direct water toward the proposed sediment trap located along the southern boundary of the property. The diversion berms are sized to handle the peak flow from the 25-year, 24-hour storm event.

6.4.2 Sediment Trap

A single sediment trap for the site is proposed along the southern boundary of the site. This sediment trap will be designed in accordance with the Best Management Practice for Sediment Traps found in the Florida Erosion and Sediment Control Inspector's Manual.

The pond is sized to have an initial storage capacity of at least 134 cy/acre. The outlet will be 24 inches and will have the upper 2/3 of the riser perforated with ½ inch diameter holes spaced 8 inches vertically and 10 to 12 inches horizontally.

Upon final stabilization of the site the sediment trap will be removed and regraded.

6.4.3 Down Drains

Down drains were sized based on the maximum anticipated flow to a single down drain inlet in the landfill for a 25-year storm. The down drain inlet was checked for inlet control so that the inlet capacity of the down drain exceeded the maximum anticipated flow. For this site, a 24-inch down drain inlet will handle the maximum anticipated flow.

Currently the only proposed down drain is the effluent pipe of the proposed sediment trap. Upon stabilization of the site, the sediment trap will be re-graded (filled in) and removed. The two diversion berms directing water to the sediment pond will be extended to a common headwall where the 24-inch down drain will be connected.

6.4.4 Floating Sediment Barrier

Clark Sand Pond is approximately 17 acres in size and was originally used as a soil (sand) mining operation. Currently, the pond is being used as a spoil site for dredged material from Bayou Chico through a joint project with the FDEP, Corps of Army Engineers, and Escambia County. The outlet of the pond is a weir structure that controls the flow (and pond level) to allow for settling of the dredged material.

As part of the cover improvements to the Omni-vest Landfill, a floating sediment barrier is proposed in Clark Sand Pond in the area immediately adjacent to the project area. The floating sediment barrier will be located approximately 40 feet from the shoreline in the project area. Anchors will be provided at approximately 100 feet intervals. The depth of the pond at the area is unknown. A 10 feet tall sediment curtain is proposed.

Upon stabilization of the project site, the floating sediment barrier will be removed; the sediment will not be removed as Clark Sand Pond is being utilized as a sediment pond for the dredging operations.

6.5 Waste Relocation and Slope Stabilization

To stabilize the side slopes along the southwestern, western, and northwestern portion of the landfill, approximately 14,000 cubic yards of existing waste and soil cover will be relocated on-site to achieve the desired slopes (**Appendix E**). Of the 14,000 cubic yards, approximately 1,000 to 2,000 cubic yards is expected to be waste materials. Based on the geotechnical data collected during the trenching activities and summarized in section 2.1.3, the sides slopes will be reduced to no steeper than 3 (horizontal):1 (vertical). The re-grading of the slopes will provide long-term stability, limited soil erosion, and minimize the infiltration of surface water. The subgrade contour drawing provided in **Appendix E** was developed such that no additional fill is required to be brought on-site to achieve the required slopes; that is the volume of cut soil and fill soils is balanced.

6.6 Soil Cover

The final cap for the entire footprint of the waste will consist of an 18-inch thick soil cap and 6 inches of topsoil. Compaction of the final cap will be performed in 6-inch lifts, using a vibratory roller, with the top 6 inches loosely compacted. Standard Proctor compaction test and in-place density test shall be performed on each lift to ensure proper placement of the fill material. Soil cover materials in the 18-inch thick base of the soil cover shall be placed at a moisture content that is within +/- 3% of the optimum moisture content and to 90 percent of the maximum dry density as determined by standard proctor (ASTM 698).

Soils for the soil cover will need to be brought on-site from off-site sources. These off-site soils will be analyzed and determined to be clean prior to use in accordance to FDEP guidance (**Appendix F**). The methodology for the analysis for the off-site sources will be implemented in accordance with the EMHP for the site.

After final grading of the cap, the cap will be seeded with Bahia Honda grass (or other similar slope stabilizing vegetation).

6.7 Access Roads, Fencing, and Signage

As part of the final grading, an access road will be extended across the property as shown in **Appendix E** to allow vehicle access across the site for ease of long-term maintenance and monitoring of the site. The road will be constructed with crushed shell.

Eight feet high chain-link fences (with 3 strands of barbed wire) will encompass the site. The fences will be inset approximately six feet from the property boundaries and on the outside of the waste limits to allow grass cutting on the outside of the fence to prevent vegetation from overgrowing the fences.

Signs will be posted and maintained on the landfill perimeter fences. The signs will identify the site as a landfill and the appropriate information will be posted (FDEP contact and phone number). The content of the signs and spacing of the signs will be discussed with FDEP.

6.8 Free-Phase Product Recovery and Monitoring Plan

Upon completion of the landfill closure activities, a new recovery well network will be installed and a free-phase product recovery program will be implemented to address the free-phase product present at the site.

6.8.1 Recovery Well Network

An active free-phase product recovery system was previously tested at the site and was not successful due to the high viscosity of the free-phase product. Because of this, a manual bailing program is proposed to remove free-phase product at the site in the area near Monitor Well MW-4. One large diameter recovery well (RW-4) will be installed to a depth of 40 ft bgs at the locations indicated on **Figure 16**. The recovery well will consist of 20 feet of 8-inch diameter, 0.030-inch continuous wire-wrapped stainless steel screen and 20 feet of 8-inch diameter flush-threaded carbon steel riser that will extend to 2 feet above land surface. The screened section of each well will be surrounded with peagravel to a depth of 1 foot above the screen, followed by a 0.5 foot section of 30/65 fine grain silica sand seal, followed by Type I Portland cement grout to land surface. Each recovery well will be completed with a stick-up, steel protective cover and concrete pad and locks will be provided on each wellhead cover. Bollards will be placed around the recovery wells to provide protection against vehicles and grass cutting equipment.

6.8.2 Free-Phase Product Recovery and Monitoring Plan

ARCADIS will conduct quarterly manual free-phase product recovery events to gauge and remove free product from recovery wells. Free-phase product will be recovered using the product bailing technique. Once the product thickness in the recovery wells

is reduced to 2 feet or less, the frequency of the recovery program will be adjusted to one event per year.

6.9 Groundwater Monitoring Plan

The monitor well network located at the site will be properly abandoned; therefore, replacement of pertinent monitor wells will be required. Upon completion of the landfill closure construction activities, a replacement groundwater monitor well network will be installed to address post-closure groundwater monitoring requirements and to determine the impact and effectiveness of the closure.

6.9.1 Monitor Well Network

The proposed monitor well network will consist of eleven ten monitor wells located around the perimeter of the landfill as shown on **Figure 16** and summarized below:

- Two monitor well pairs (4 wells) will be located along the southeastern perimeter of the landfill (well pair MW026 and MW027 and well pair MW028 and MW029);
- Two monitor well pairs (4 wells) will be located along the southwestern perimeter (well pair MW030 and MW031 and well pair MW032 and MW033);
- One background monitor well located along the northeastern perimeter (MW025): and
- One background well will be located along the northern perimeter of the landfill (MW024)

Each proposed monitor well pair will consist of one well extending to a depth of 40 ft bgs and one well extending to a depth of 55 ft bgs. The shallow monitor well will be screened from a depth of 30 ft bgs to 40 ft bgs, and the deep monitor well will be screened from 45 ft bgs to 55 ft bgs. The wells in the northeastern and northwestern portion of the site will be installed to a depth of 60 ft bgs and will be screened from 50 ft bgs to 60 ft bgs. Final well depths and screen intervals were selected to be consistent with the construction details of the original monitor wells.

The new monitor wells will be constructed of 2-inch diameter schedule 40 PVC with the lower 10 feet comprised of 0.010-inch slotted screen. A 20/30 silica sand pack will

extend to one foot above the screen, followed by a one-foot fine sand seal, then Type I Portland cement grout to land surface. The wells will be completed with a stick-up, steel protective cover and concrete pad and the top-of-PVC casing surveyed to the nearest 0.01 foot NGVD. Three bollards will be installed around each well to protect the wellhead from being damaged by grass cutting equipment.

6.9.2 Monitor Well Sampling and Analysis

The groundwater monitoring program will be conducted until it is demonstrated that the groundwater at the site is stable. The monitoring program will initially consist of sampling of replacement monitor wells on a annual basis to monitor impacts of closure construction activities on groundwater quality. Groundwater sampling activities will be performed per the FDEP SOP (DEP-SOP-001/01) dated February 2004. Depth-to-water measurements will be collected during sampling events. Groundwater samples will be analyzed for VOCs plus naphthalene by USEPA Test Method 8260B, TPH by FL-PRO Method, ammonia, and 8 RCRA metals. The analytical results will be compared to FDEP GCTLs specified in Chapter 62-777 FAC and the groundwater data provided in quarterly reports to determine the effectiveness of the remedial approach.

6.10 Combustible Gas Monitoring Plan

The vapor monitor well network located at the site will be properly abandoned; therefore, new vapor monitor wells will be required. Upon completion of the landfill closure construction activities, vapor monitor wells will be installed for post-closure combustible-gas (methane) monitoring.

6.10.1 Vapor Monitor Well Network

The new vapor monitor well network will consist of nine wells installed along the perimeter of the site (**Figure 16**). Each vapor monitor well will be constructed to a depth of 12 ft bgs (within the vadose zone). The wells will consist of 2-inch diameter schedule 40 PVC with the lower 10 feet comprised of 0.010-inch slotted screen and sealed at the surface. The wells will be completed with a stick-up, steel protective cover and concrete pad.

6.10.2 Vapor Monitor Well Sampling and Analysis

The combustible gas monitoring will initially be conducted on an annual basis to establish vapor concentrations trends/exposure risks/landfill stabilization. Vapor

sampling activities will be collected in general accordance with Solid Waste Rule 62-701.530 FAC. Vapor samples will be analyzed using a field methane meter.

6.11 Long-term Care of the Landfill

The landfill will require long-term care that will include maintenance of the soil cover including periodic grass cutting and prevention of any wooded vegetation (trees) from compromising the soil cover. The fences and signage will be inspected quarterly and repaired as needed. The site will be inspected to determine if any areas of the soil cover are eroding. Soil cover repairs will be completed as needed.

7. Reporting

Anticipated project deliverables for this remedial program will include the following:

- Construction Work Plans (as identified in section 6.1);
- Request For Bid Documents;
- Remedial Action Closure Report; and
- Post-Closure Monitoring Reports.

The Remedial Action Closure Report will include as-built construction drawings and a brief description of the landfill closure activities. A professional engineer registered in the State of Florida will sign and seal the report. The Post-Closure Monitoring Reports will include information specified in FDEP guidance documents (this is much too broad a statement – be specific). Conclusions and recommendations will be based on field and analytical data collected throughout the evaluated period.

8. Schedule

Coordination and preparation of the proposed remedial activities will be initiated following approval of this RAP. The schedule for implementation of the described activities is presented in **Table 6**.

9. Termination of Remedial Action

Remedial activities will be considered completed when the following criteria are achieved:

- Minimum regulatory requirements are met in accordance to criteria in Chapters 62-701 and 62-780, FAC, and FDEP's *Guidance for Disturbance and Use of Old Closed Landfill and Waste Disposal Areas in Florida*; and

- It is adequately demonstrated that concentrations of the COCs in site groundwater are consistently below FDEP GCTLs in Chapter 62-777 FAC and/or groundwater is not a risk to human health and the environment.

- Per Chapter 62-780, free product may remain within the property boundary provided source removal is not feasible and if required engineering controls are used to protect human health, public safety, and the environment.

When the post-closure monitoring results indicate site conditions are stable and remediation is complete, ARCADIS will prepare a Site Rehabilitation Completion Report (SRCR) including a request that a Site Rehabilitation Completion Order (SRCO) be issued. The SRCR will include a request for a No Further Action (NFA) or a Conditional NFA determination in accordance with site-specific conditions and risk-based closure options in Chapter 62-780 FAC.

10. Remedial Cost Estimate

The total estimated cost to implement the selected remedial alternative at this facility is $1,961,000. This cost estimate includes activities associated with the closure of the landfill and assumes four years of post-closure monitoring. **Table 7** presents a summary of the engineering cost estimate for proposed activities.

11. References

ARCADIS G&M, Inc. Revised Site Assessment Report for Omni-Vest Landfill in Pensacola, Florida, July 2005.

ARCADIS G&M, Inc. Supplemental Site Assessment Report for Omni-Vest Landfill in Pensacola, Florida, April 2006.

ARCADIS G&M, Inc. Supplemental Site Assessment/First Semi-Annual Monitoring Report for Omni-Vest Landfill in Pensacola, Florida, December 2006.

ARCADIS U.S., Inc. Closure Strategy Report and Opinion of Probable Costs for Omni-Vest Landfill in Pensacola, Florida, April 2007.

ARCADIS U.S., Inc. Second Semi-Annual Monitoring Report for Omni-Vest Landfill in Pensacola, Florida, June 2007.

Driscoll, F. G., Groundwater and Wells, 1986.

Environmental Science and Engineering, Inc. Omni-Vest Landfill Contamination Assessment Final Report, April 1985.

Florida Department of Environmental Protection, Chapter 62-701, Florida Administrative Code, Solid Waste Management Facilities, April 1997.

Florida Department of Environmental Protection, Chapter 62-777, Florida Administrative Code, Contaminant Cleanup Target Levels, April 2005.

Florida Department of Environmental Protection, Chapter 62-780, Florida Administrative Code, Contaminated Site Cleanup Criteria, December 2007.

Florida Department of Environmental Protection, Standard Operation Procedures for Field Activities, Florida, February 2004.

Florida Department of Environmental Protection, *Guidance for Disturbance and use of Old Closed Landfills or Waste Disposal Areas in Florida*, May 2001.

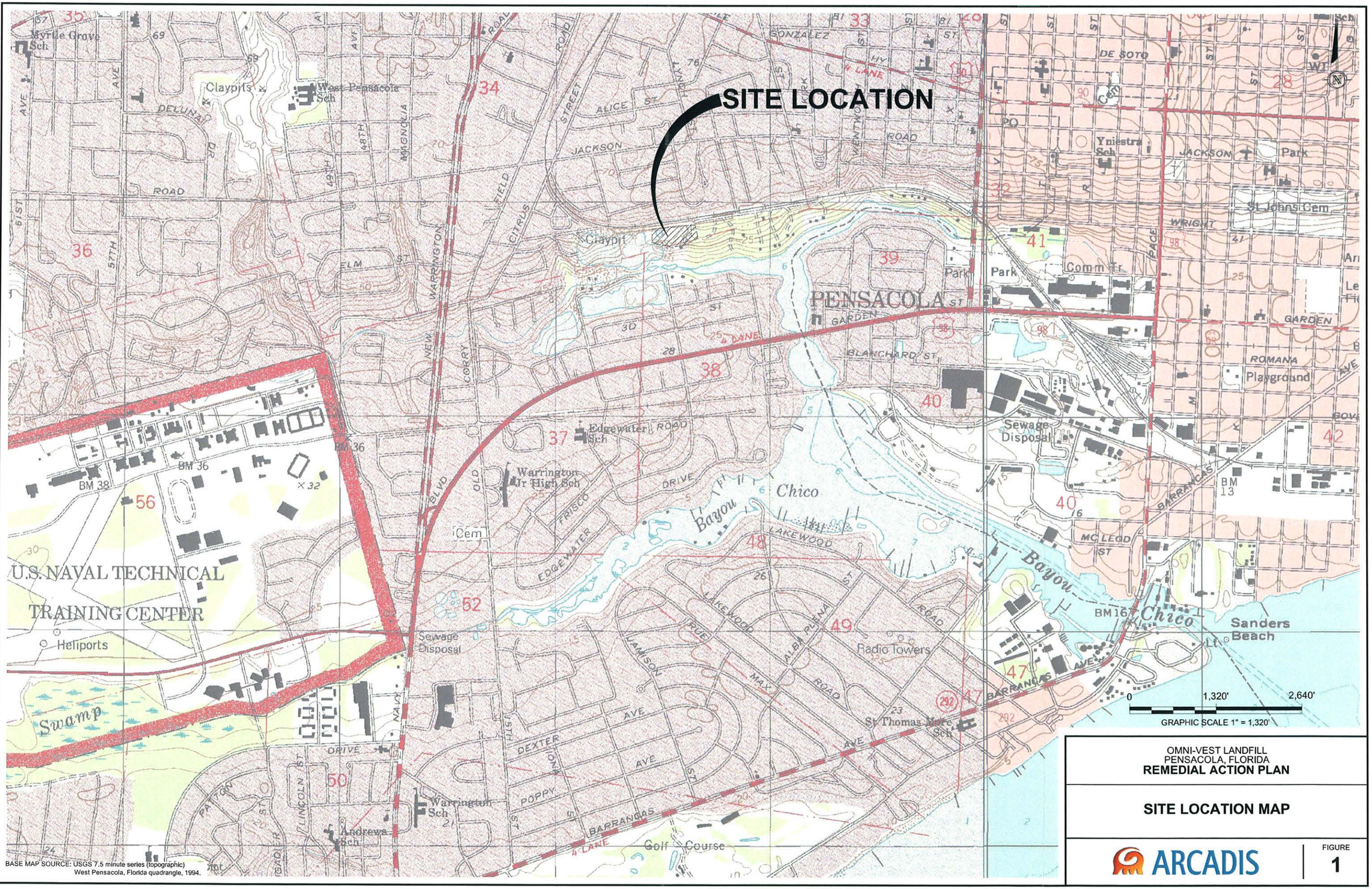
Florida Department of Environmental Protection, Sampling of Backfill for Sites Undergoing Excavation, March 2008.

Florida Department of Environmental Regulation, Chapter 17-7, Florida Administrative Code, Resource and Recovery and Management Part I: Solid Waste Facilities, May 1979.

NUS Corporation, Preliminary Reassessment for Omni-Vest Landfill in Pensacola, Florida, August 1988.

United States Department of Agriculture, Soil Conservation Service. 1960. Soil Survey of Escambia County, Florida

Figures



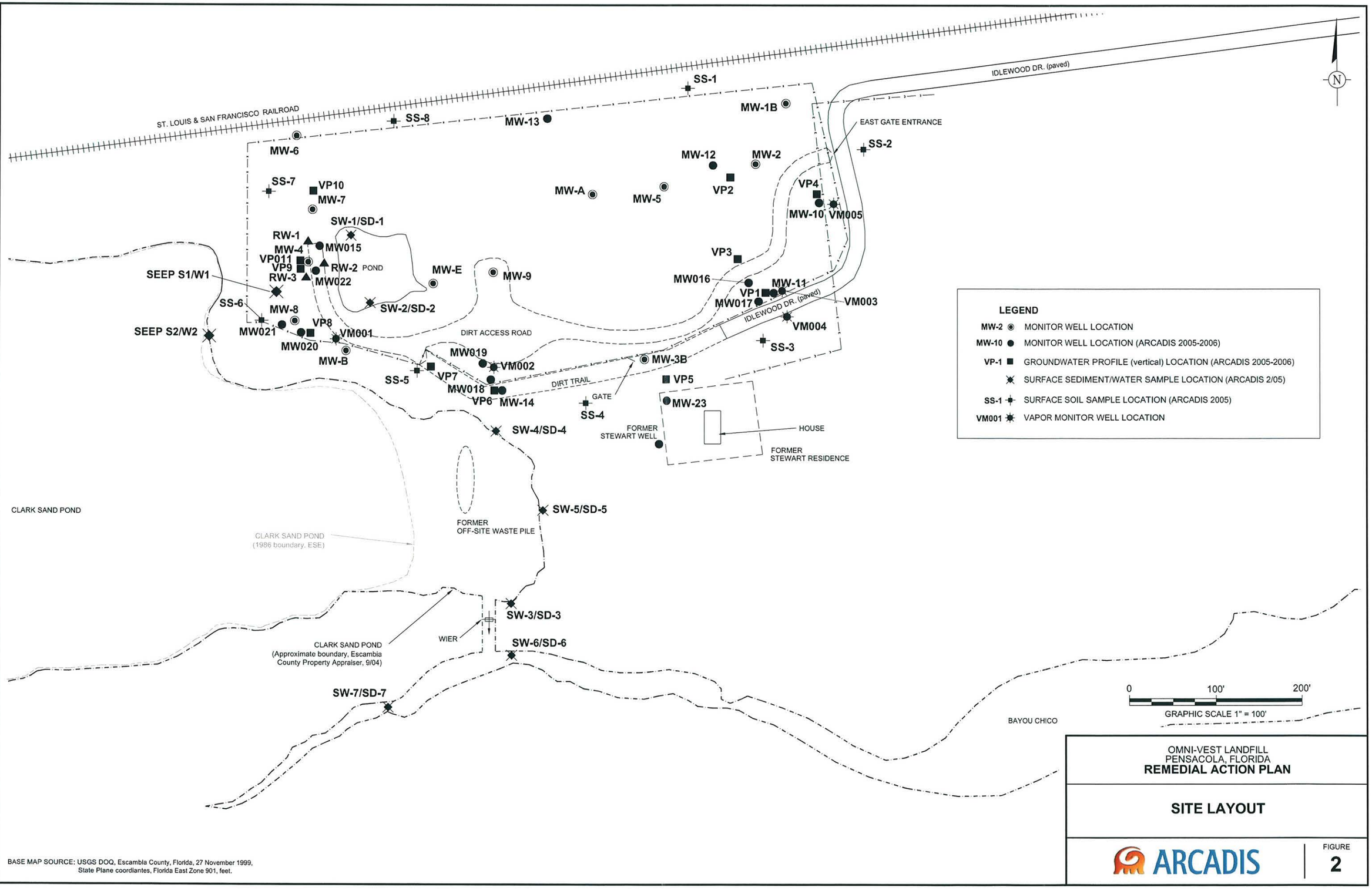
BASE MAP SOURCE: USGS 7.5 minute series (topographic)
West Pensacola, Florida quadrangle, 1994.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

SITE LOCATION MAP

ARCADIS

FIGURE
1



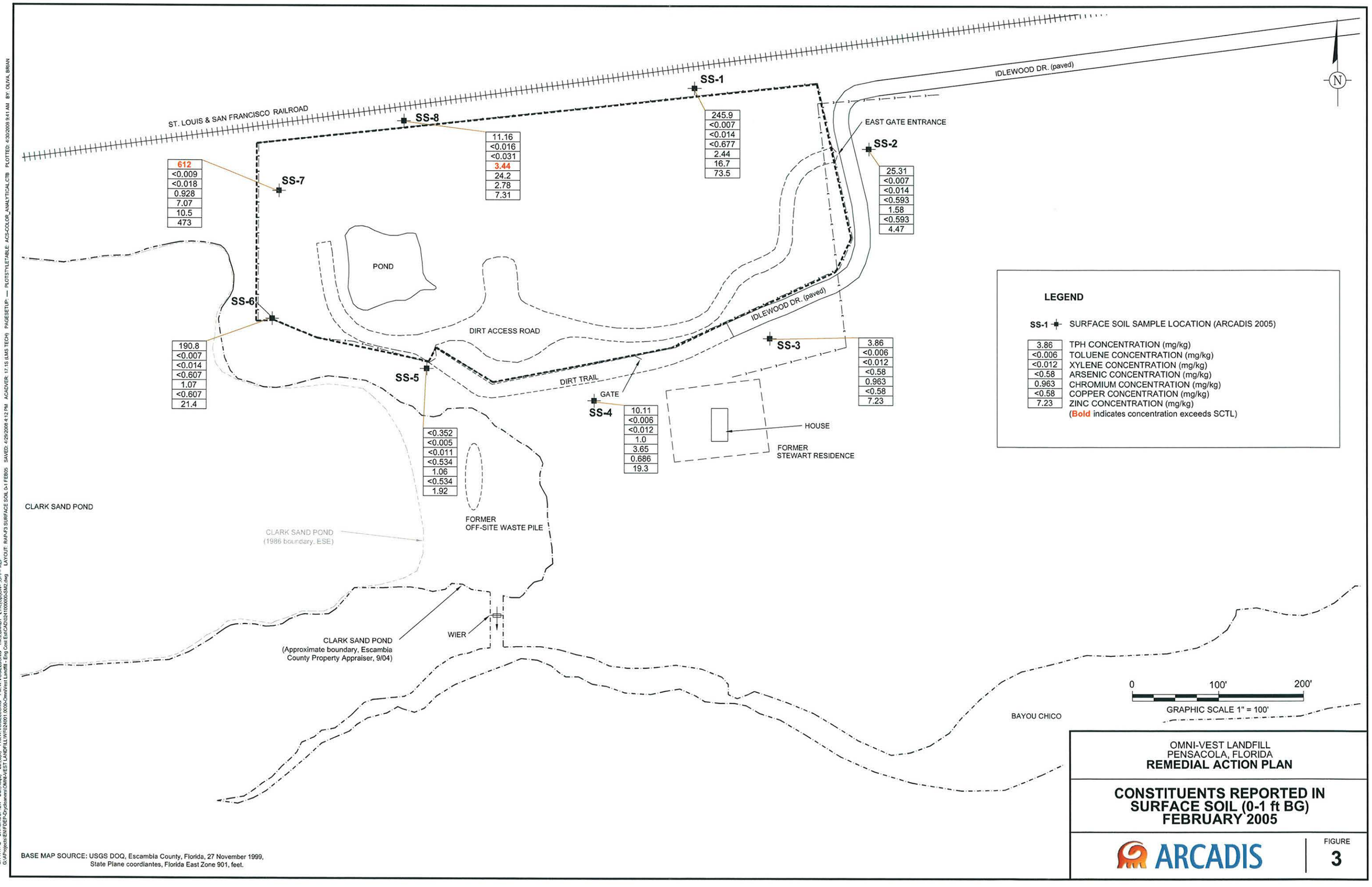
BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

SITE LAYOUT

ARCADIS

FIGURE
2



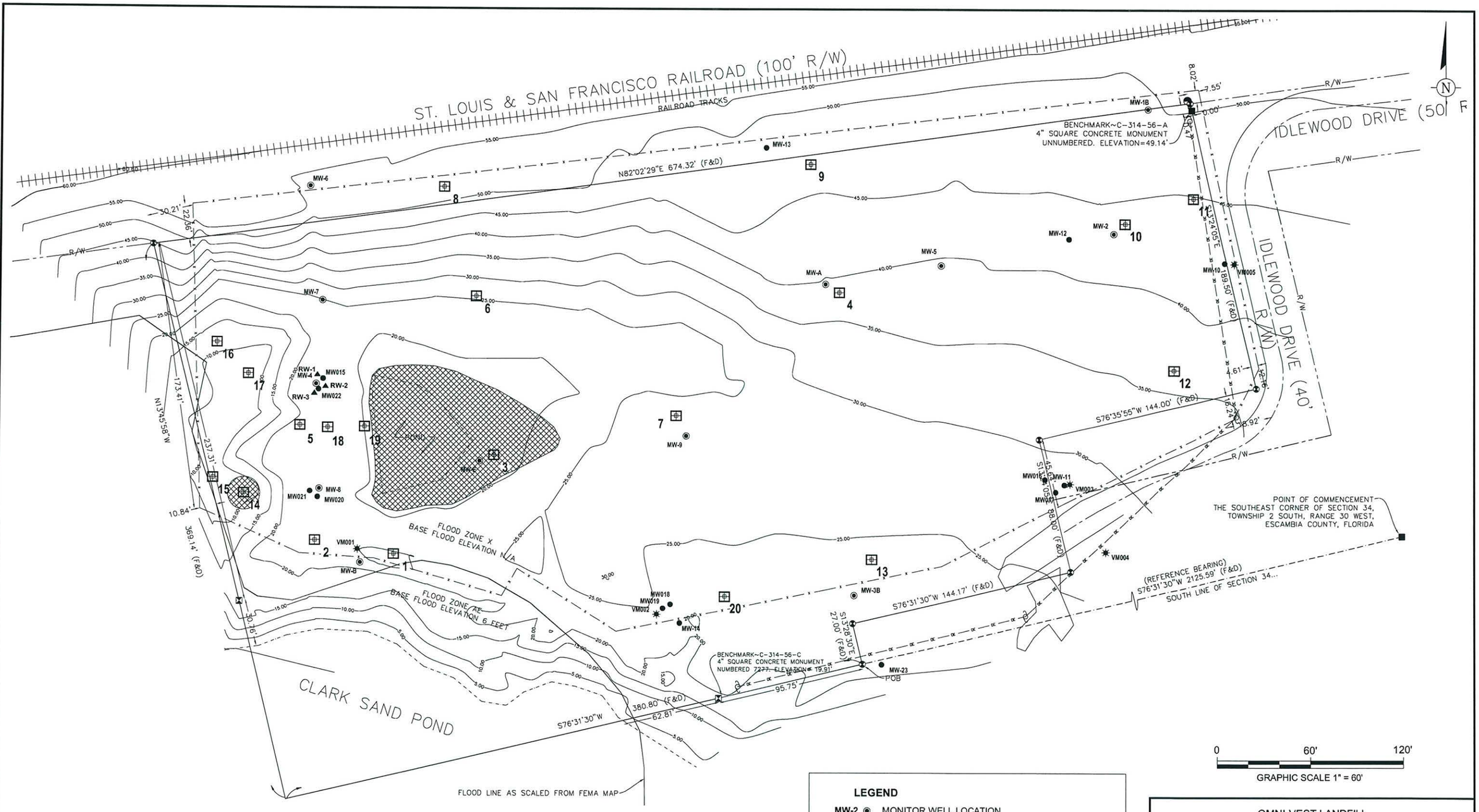
BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

CONSTITUENTS REPORTED IN SURFACE SOIL (0-1 ft BG) FEBRUARY 2005

ARCADIS

FIGURE
3



LEGEND

MW-2	MONITOR WELL LOCATION
MW-10	MONITOR WELL LOCATION (ARCADIS 2005-2006)
VM001	VAPOR MONITOR WELL LOCATION
1	TEST PIT LOCATION
	APPROXIMATE AREA OF LESS THAN 2-FEET OF COVER

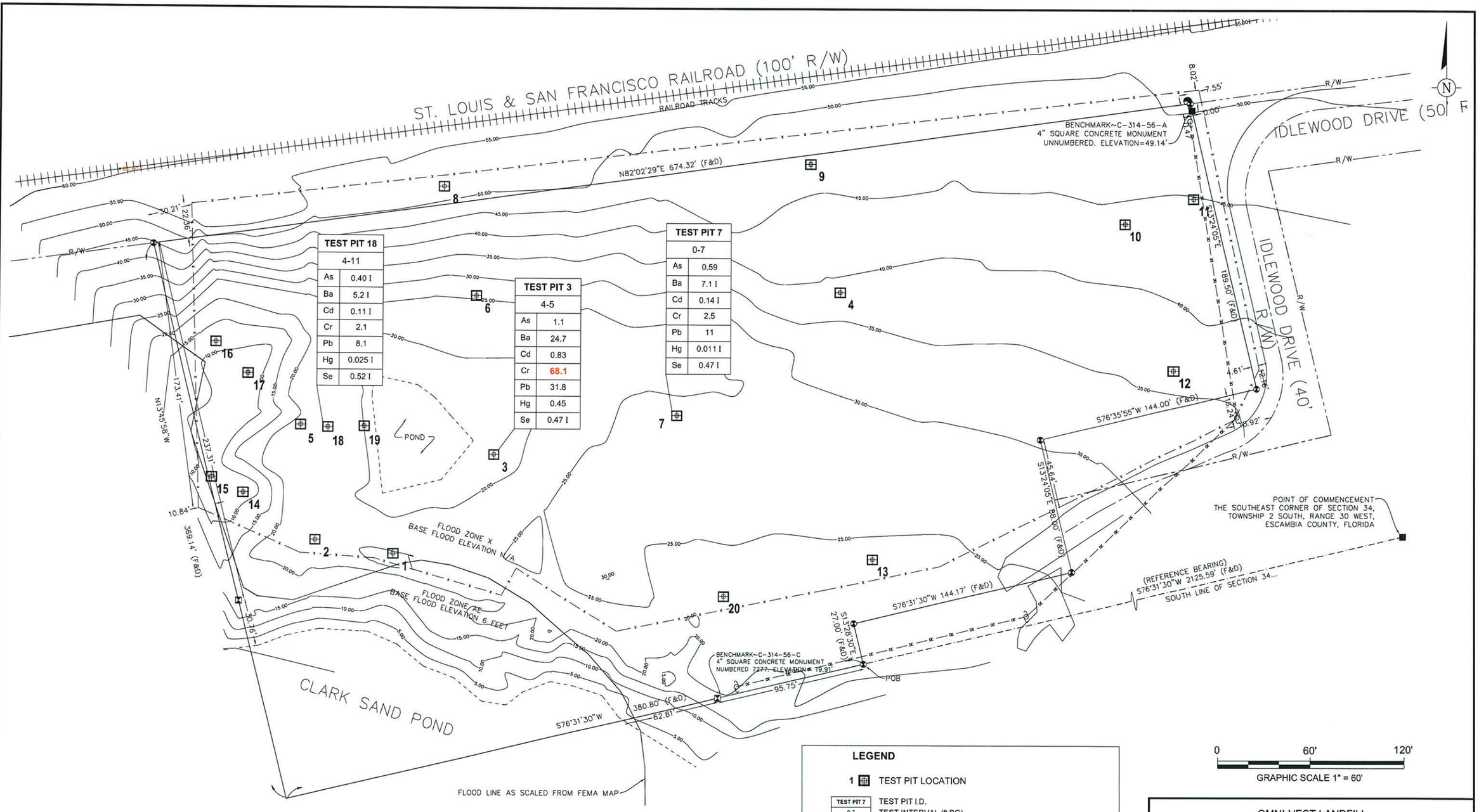
OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

TEST PIT LOCATIONS

ARCADIS

FIGURE
4

BASE MAP SOURCE: Northwest Florida Land Survey, Inc., March 2007.



LEGEND

1 TEST PIT LOCATION

TEST PIT 7	
	0-7
As	0.59
Ba	7.1 I
Cd	0.14 I
Cr	2.5
Pb	11
Hg	0.011 I
Se	0.47 I

TEST PIT I.D.
TEST INTERVAL (ft BG)
ARSENIC CONCENTRATION (mg/kg)
BARIUM CONCENTRATION (mg/kg)
CADMIUM CONCENTRATION (mg/kg)
CHROMIUM CONCENTRATION (mg/kg)
LEAD CONCENTRATION (mg/kg)
MERCURY CONCENTRATION (mg/kg)
SELINIUM CONCENTRATION (mg/kg)

(**Bold** value exceeds leachability based on groundwater criteria, Arsenic & Lead leachability are derived using the SPLP or TCLP test to calculate site-specific SCTLs, I indicates result is between laboratory Practical Quantifiable Limit [PQL] and laboratory Method Detection Limit [MDL])

0 60' 120'

GRAPHIC SCALE 1" = 60'

BASE MAP SOURCE: Northwest Florida Land Survey, Inc., March 2007.

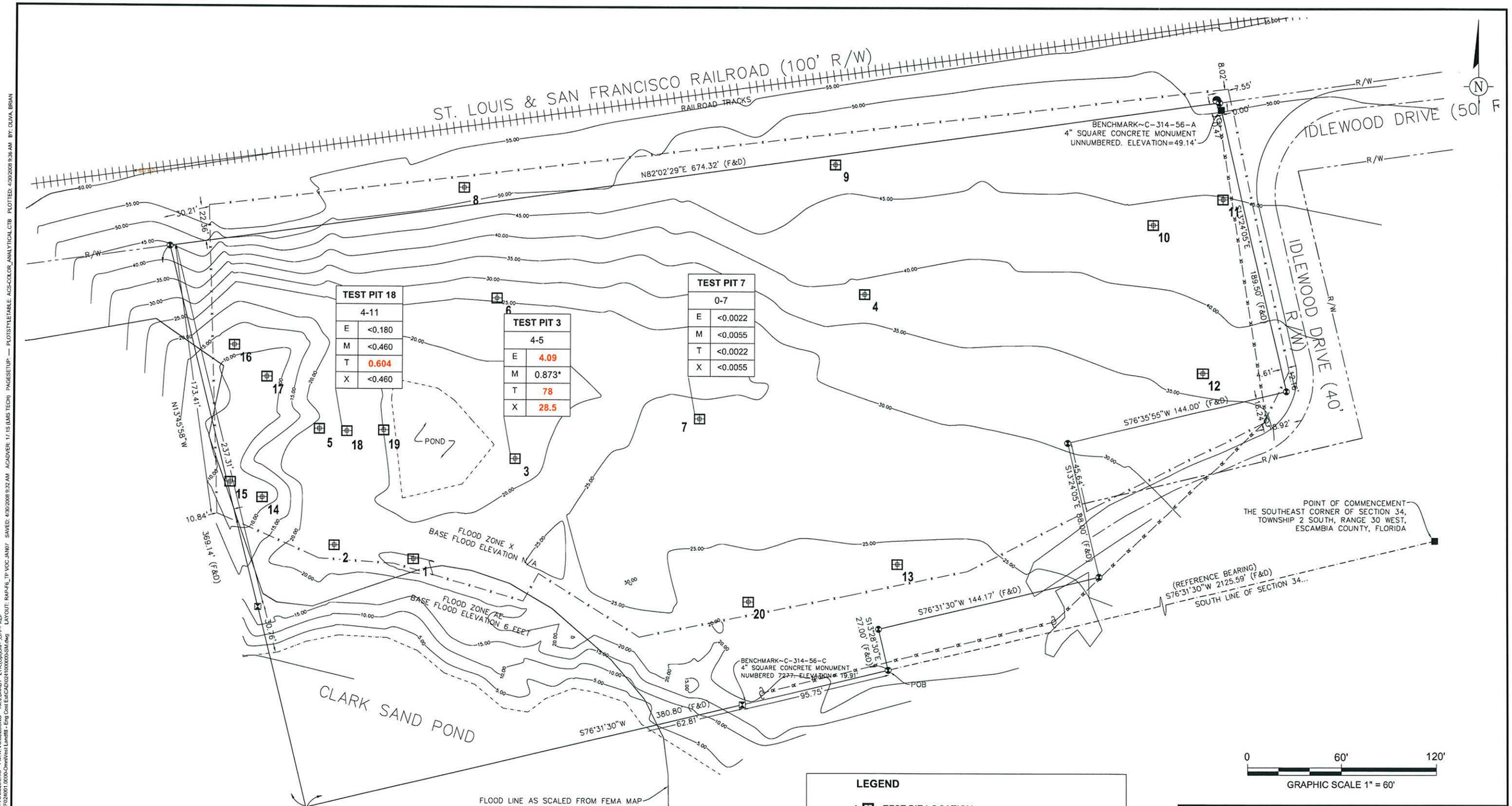
OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

SUMMARY OF POSITIVE METALS ANALYTICAL RESULTS JANUARY 2007

ARCADIS

FIGURE 5

CITY:WPB DIV/GROUP:EN DB:(Reqd) LD:(Opt) PIC:W.VOGELSONG PM:W.VOGELSONG TM:J.DARBY LYR:(Opt)ON=*;OFF=*REF*
G:\Projects\EM\FEDEX\Drawings\OMNI-VEST LANDFILL\MXD\2601140000-OmniVest Landfill • Eng Cost Est\A2\2601140000A3M.dwg LAYOUT: RAP-F3_TP METALS JAN07 SAVED: 4/30/2008 9:32 AM ACADVER: 17.1S (LMS TECH) PAGESETUP: — PLOTSTYLETABLE: ACS-COLOR_ANALYTICAL.CTB PLOTTED: 4/30/2008 9:36 AM BY: OLIVA, BRIAN



TEST PIT 18

4-11	
E	<0.180
M	<0.460
T	0.604
X	<0.460

TEST PIT 3

4-5	
E	4.09
M	0.873*
T	78
X	28.5

TEST PIT 7

0-7	
E	<0.0022
M	<0.0055
T	<0.0022
X	<0.0055

LEGEND

1 TEST PIT LOCATION

TEST PIT 7		TEST PIT I.D.
0-7		TEST INTERVAL (ft BG)
E	<0.0022	ETHYLBENZENE CONCENTRATION (mg/kg)
M	<0.0055	METHYLENE CHLORIDE CONCENTRATION (mg/kg)
T	<0.0022	TOLUENE CONCENTRATION (mg/kg)
X	<0.0055	TOTAL XYLENES CONCENTRATION (mg/kg)

(Bold value exceeds leachability based on groundwater criteria, * indicates value is suspect due to Methylene Chloride being a common laboratory introduced contaminant)

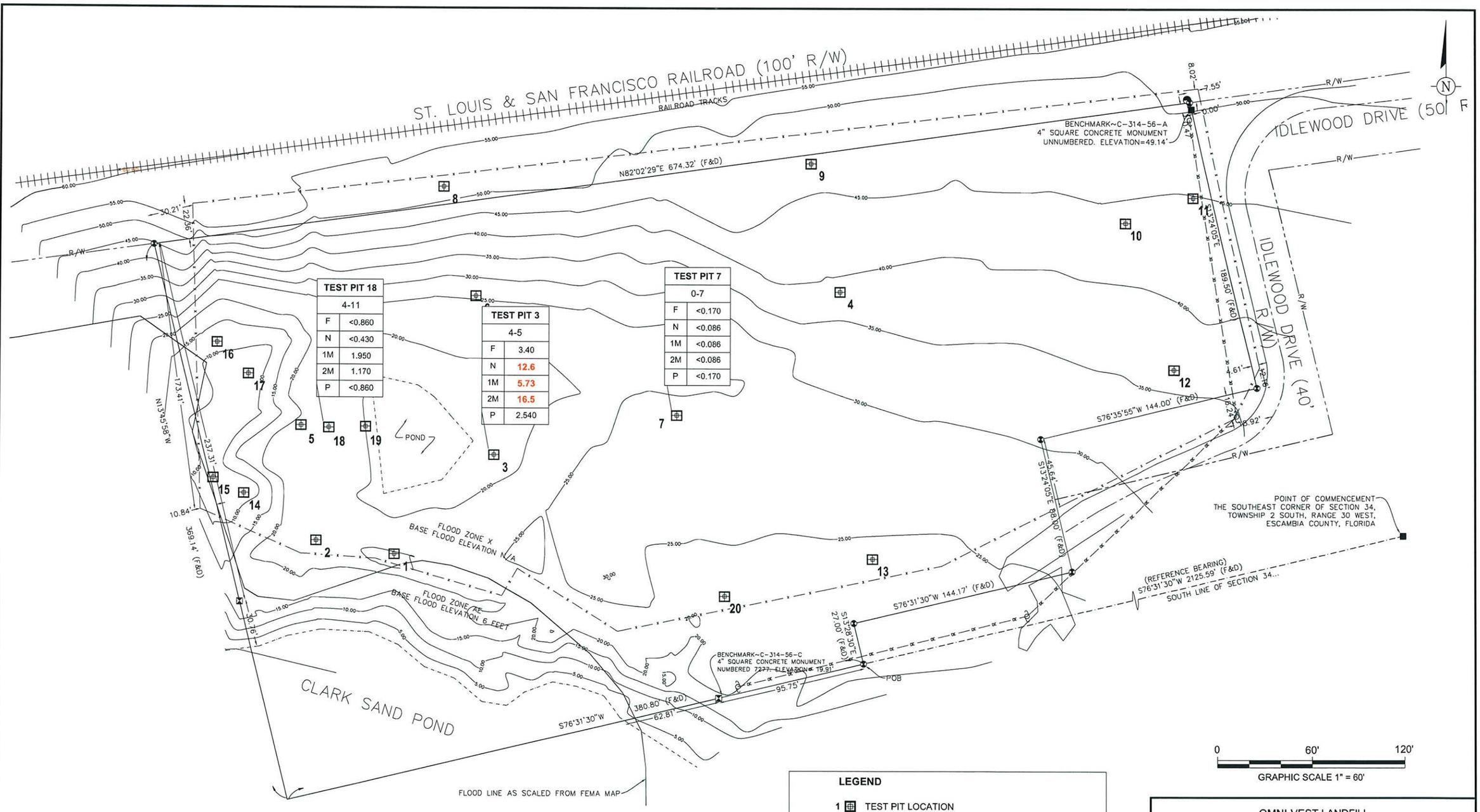
OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

SUMMARY OF POSITIVE VOC ANALYTICAL RESULTS JANUARY 2007

ARCADIS

FIGURE
6

BASE MAP SOURCE: Northwest Florida Land Survey, Inc., March 2007.



TEST PIT 18	
4-11	
F	<0.860
N	<0.430
1M	1.950
2M	1.170
P	<0.860

TEST PIT 3	
4-5	
F	3.40
N	12.6
1M	5.73
2M	16.5
P	2.540

TEST PIT 7	
0-7	
F	<0.170
N	<0.086
1M	<0.086
2M	<0.086
P	<0.170

LEGEND

1 TEST PIT LOCATION

TEST PIT 7		TEST PIT I.D.
0-7		TEST INTERVAL (ft BG)
F	<0.170	FLUORENE CONCENTRATION (mg/kg)
N	<0.086	NAPHTHALENE CONCENTRATION (mg/kg)
1M	<0.086	1-METHYLNAPHTHALENE CONCENTRATION (mg/kg)
2M	<0.086	2-METHYLNAPHTHALENE CONCENTRATION (mg/kg)
P	<0.170	PHENANTHENE CONCENTRATION (mg/kg)

(Bold value exceeds leachability based on groundwater criteria)

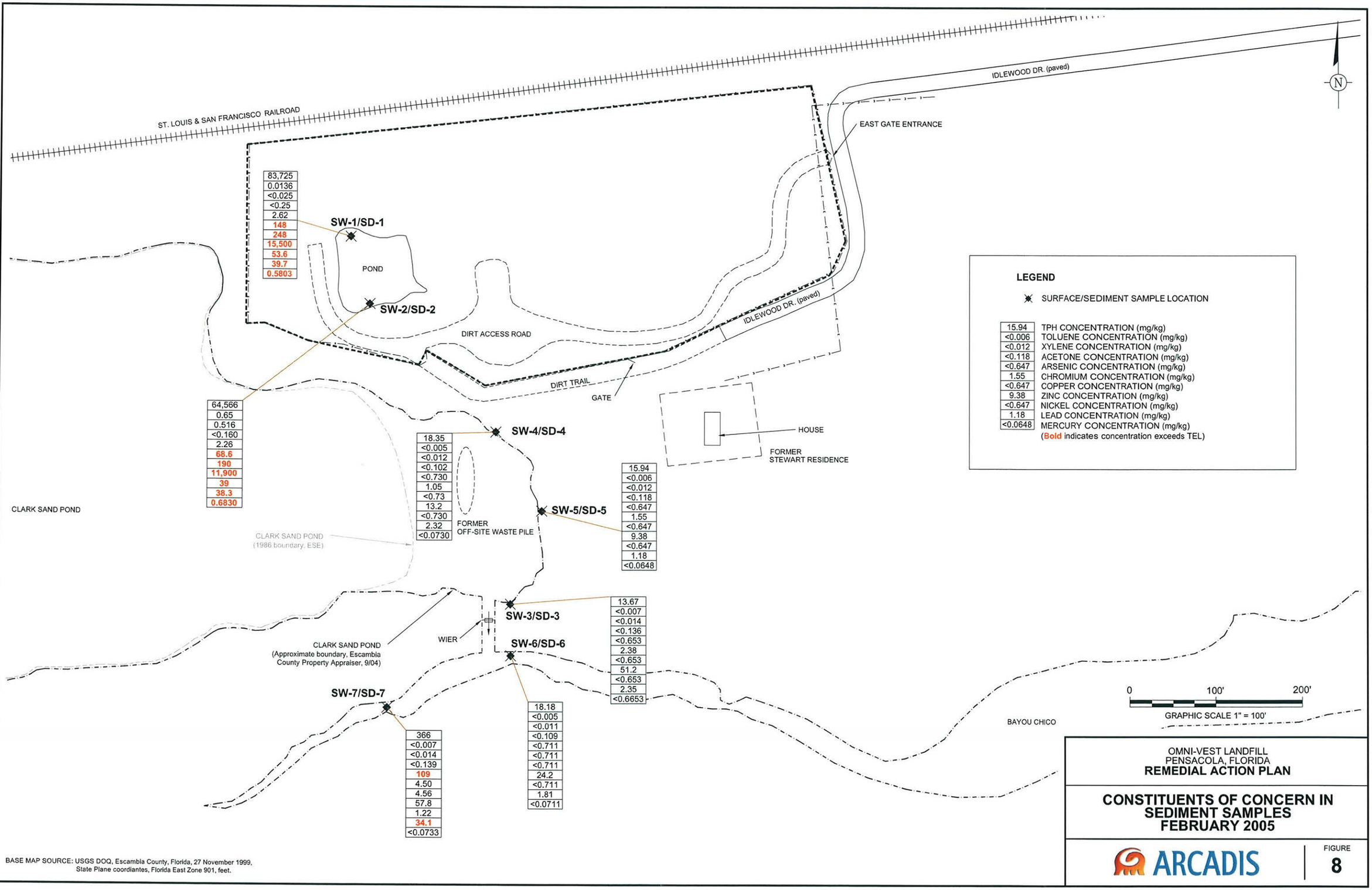
OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

SUMMARY OF POSITIVE PAH ANALYTICAL RESULTS JANUARY 2007

ARCADIS

FIGURE
7

BASE MAP SOURCE: Northwest Florida Land Survey, Inc., March 2007.



LEGEND

- SURFACE/SEDIMENT SAMPLE LOCATION

15.94	TPH CONCENTRATION (mg/kg)
<0.006	TOLUENE CONCENTRATION (mg/kg)
<0.012	XYLENE CONCENTRATION (mg/kg)
<0.118	ACETONE CONCENTRATION (mg/kg)
<0.647	ARSENIC CONCENTRATION (mg/kg)
1.55	CHROMIUM CONCENTRATION (mg/kg)
<0.647	COPPER CONCENTRATION (mg/kg)
9.38	ZINC CONCENTRATION (mg/kg)
<0.647	NICKEL CONCENTRATION (mg/kg)
1.18	LEAD CONCENTRATION (mg/kg)
<0.0648	MERCURY CONCENTRATION (mg/kg)

(**Bold** indicates concentration exceeds TEL)

BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

CONSTITUENTS OF CONCERN IN SEDIMENT SAMPLES FEBRUARY 2005

ARCADIS

FIGURE
8

CITY:HPB DIV/GROUP:EN DB:(Blank) LD:(Opt) PIC:W.VOGELSONG PM:W.VOGELSONG TM:J.DARBY LYR:(Opt)ON=*;OFF=*REF*
G:\Projects\EN\FIEP\Dyestream\OMNIVEST LANDFILL\FIGS\ACADCover Files\ACADCover 17-1S (LMS TECH) PAGESETUP- — PLOTSTYLETABLE: ACS-COLOR_ANALYTICAL.CTB PLOTTED: 4/30/2008 9:43 AM BY: OLIVA, BRIAN
SAVED: 4/30/2008 9:43 AM ACADVER: 17.1S (LMS TECH) LAYOUT: RAP-FIL_SEDIMENT FEB05 XREFs: 4/30/2008 9:43 AM BY: OLIVA, BRIAN
ACADVER: 17.1S (LMS TECH) PAGESETUP- — PLOTSTYLETABLE: ACS-COLOR_ANALYTICAL.CTB PLOTTED: 4/30/2008 9:43 AM BY: OLIVA, BRIAN
OMNIVEST_LANDFILL_HYDRO_Shoreline Landfill Edg Cont ESCAMBIA100000SHORE.dwg LAYOUT: RAP-FIL_SEDIMENT FEB05

ST. LOUIS & SAN FRANCISCO RAILROAD

IDLEWOOD DR. (paved)

EAST GATE ENTRANCE

N

7.728
<5
<5
<5
100

SW-1/SD-1

POND-S/POND-W

POND

SW-2/SD-2

DIRT ACCESS ROAD

IDLEWOOD DR. (paved)

DIRT TRAIL

GATE

9.141
45.5
<5
<5
151

SW-4/SD-4

<0.12
<5
<5
<5
<5

HOUSE

FORMER
STEWART RESIDENCE

CLARK SAND POND

FORMER
OFF-SITE WASTE PILE

SW-5/SD-5

<0.13
<5
<5
<5
6.0

CLARK SAND POND
(1986 boundary, ESE)

SW-3/SD-3

<0.12
<5
<10
<5
<5

WIER

SW-6/SD-6

CLARK SAND POND
(Approximate boundary, Escambia
County Property Appraiser, 9/04)

SW-7/SD-7

0.139
<5
<5
<5
43

0.113
<5
<5
<5
37

BAYOU CHICO

0 100' 200'

GRAPHIC SCALE 1" = 100'

LEGEND

- SURFACE/SEDIMENT SAMPLE LOCATION
- 15.94 TPH CONCENTRATION (mg/L)
- <0.006 TOLUENE CONCENTRATION (µg/L)
- <0.012 ARSENIC CONCENTRATION (µg/L)
- <0.118 NICKEL CONCENTRATION (mg/L)
- <0.647 NICKEL CONCENTRATION (mg/L)
- 1.55 ZINC CONCENTRATION (mg/L)
- (**Bold** indicates concentration exceeds GCTL)
- ESTIMATED EXTENT OF SURFACE WATER ABOVE SWCTL

BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999,
State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

CONSTITUENTS OF CONCERN IN SURFACE WATER FEBRUARY 2005

ARCADIS

FIGURE
9

CITY:WPB DIV/GROUP:EN DB:(Read) LD:(Opt) PIC:W.VOGELSONG PM:W.VOGELSONG TM:J.DARBY LYR:(Opt)ON=*;OFF=*REF*
G:\Projects\ENVFED\Dynamic\DWG\EST LANDFILL\FEB05\1000ominivest Landfill - Eng Cost Est\CAD\SW1000SSME.dwg LAYOUT: RAP-PL_SURFACE WATER FEB05 SAVED: 4/30/2008 9:43 AM ACADVER: 17.1S (LMS TECH) PAGESETUP: -- PLOTSTYLETABLE: ACS-COLOR_ANALYTICAL.CTB PLOTTED: 4/30/2008 9:45 AM BY: OLIVA, BRIAN

1/05	2/06	4/07	3/08
<0.20	0.092	<0.100	<0.001
113	<2	<1	<0.247
<10	<2	<4	<1
<5	1.0	NA	NA
<5	<1	NA	NA
NA	NA	NA	NA

2/05	1/06
0.467	2.586
<5	<2
<10	<2
<10	3.0
<5	2.0
NA	NA

2/05	1/06
0.131	<0.10
<5	<2
<10	<5
<10	<5
<5	<10
NA	NA

1/05	1/06
<10	<0.10
<5	<2
<10	<5
<10	<5
<5	<10
NA	NA

2/05	1/06
0.131	<0.10
<5	<2
<10	<2
<10	<5
<5	<10
NA	NA

2/05	1/06
<0.20	<0.10
<5	<2
<10	<5
<10	<5
7.0	<10
NA	NA

1/06	8/06	4/07	3/08
0.21	0.026	<0.100	<0.001
2.19	<5	<1	<0.247
<5	<5	<4	<1
2.0	NA	NA	NA
<1	NA	NA	NA
NA	0.075	NA	NA

2/05	1/06	8/06	4/07	3/08
5.809	5.989	20.1	2.437	2.986
<50	<2	<5	<1	<0.247
<100	<5	<5	<4	<1
<5	<5	NA	NA	NA
14	<10	NA	NA	NA
NA	NA	3.72	NA	NA

2/05	1/06
0.678	0.802
<5	<2
<10	<5
<5	<5
<5	<10
NA	NA

1/06	8/06	4/07	3/08
<0.10	0.218	0.081	0.618
<2	<5	<1	<0.247
<5	<5	<4	<1
<5	NA	NA	NA
<10	NA	NA	NA
NA	0.182	NA	NA

1/06	8/06	4/07	3/08
0.112	0.019	<0.100	<0.001
<2	<5	<1	<0.247
<5	<5	<4	<1
2.0	NA	NA	NA
3.0	NA	NA	NA
NA	0.074	NA	NA

2/05	1/06
0.282	0.14
<5	<2
<10	<2
<10	<2
<5	<1
NA	NA

2/05	1/06	8/06	4/07	3/08
<0.10	0.143	0.023	<0.100	<0.001
<5	<2	<5	<1	<0.247
<10	<5	<5	<4	<1
<10	2.0	NA	NA	NA
9.0	4.0	NA	NA	NA
NA	NA	0.069	NA	NA

2/05	1/06	8/06	4/07	3/08
16.397	4.8	1.759	6.7	NS
<5	<2	<5	<1	NS
<10	<2	<5	<4	NS
<11	7.0	NA	NA	NS
102	49	NA	NA	NS
NA	NA	1.31	NA	NS

2/05	2/06	8/06
0.762	0.152	0.021
<5	<2	<5
<10	<5	<5
<10	<2	NA
<5	<5	NA
NA	NA	0.078

1/06	8/06	4/07	3/08
0.114	0.024	0.123	<0.001
<2	<5	<1	<0.247
<5	<5	<4	<1
<5	NA	NA	NA
<10	NA	NA	NA
NA	0.07	NA	NA

8/06	4/07	3/08
1.248	<0.100	0.502
<5	<1	<0.247
<5	<4	<1
NA	NA	NA
NA	NA	NA
0.56	NA	NA

2/05	1/06	8/06	4/07	3/08
1.188	5.092	3.96	2.646	0.104
<5	<2	<5	<1	<0.247
<10	18.9	106	<4	<1
<10	9.0	NA	NA	NA
<5	<10	NA	NA	NA
NA	NA	1.31	NA	NA

CLARK SAND POND

1/06	8/06	4/07	3/08
0.074	0.088	<0.100	<0.001
<2	<5	<1	<0.247
<5	<5	<4	<1
2.0	NA	NA	NA
4.0	NA	NA	NA
NA	0.101	NA	NA

1/06	8/06	4/07	3/08
0.258	0.018	<0.100	<0.001
<2	<5	<1	<0.247
<5	<5	<4	<1
2.0	NA	NA	NA
2.0	NA	NA	NA
NA	0.076	NA	NA

1/06	8/06	4/07	3/08
<0.138	0.017	<0.100	<0.001
<2	<5	<1	<0.247
<5	<5	<4	<1
2.0	NA	NA	NA
5.0	NA	NA	NA
NA	0.071	NA	NA

2/05	1/06	8/06	4/07	3/08
<0.10	0.13	0.015	<0.100	<0.001
<5	<2	<5	<1	<0.247
<10	<5	<5	<4	<1
<5	<2	NA	NA	NA
<5	<1	NA	NA	NA
NA	NA	0.069	NA	NA

ST. LOUIS & SAN FRANCISCO RAILROAD
IDLEWOOD DR. (paved)
EAST GATE ENTRA
MW-1B
MW-13
MW-6
MW-12
MW-2
MW-A
MW-5
MW-10
MW-7
RW-1
MW-4
MW015
RW-2
POND
RW-3
MW022
MW-E
MW-9
MW016
MW-11
MW017
IDLEWOOD DR. (paved)
MW-8
MW021
MW020
MW-B
DIRT ACCESS
MW019
MW018
MW-14
DIRT TRAIL
GATE
MW-3B
MW-23
HOUS
FORMER
STEWART RESIDENCE
CLARK SAND POND
(Approximate boundary, Escambia
County Property Appraiser, 9/04)
WIER
BAYOU CHICO

N

0 100' 200'
GRAPHIC SCALE 1" = 100'

LEGEND

- MW-2 ◉ EXISTING MONITOR WELL LOCATION
- MW-10 ● MONITOR WELL LOCATION (ARCADIS 2005-2006)
- RW-1 ▲ RECOVERY WELL LOCATION (WCC 1988)
- 3/08 SAMPLE DATE
- <0.001 TPH CONCENTRATION (mg/L)
- <0.247 TOLUENE CONCENTRATION (µg/L)
- <1 NAPHTHALENE CONCENTRATION (µg/L)
- NA ARSENIC CONCENTRATION (µg/L)
- NA NICKEL CONCENTRATION (µg/L)
- NA AMMONIA CONCENTRATION (mg/L)

(**Bold** indicates concentration exceeds GCTL, NA indicates not analyzed, NS indicates not sampled due to free-product)

ESTIMATED EXTENT OF FREE-PHASE PRODUCT

BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

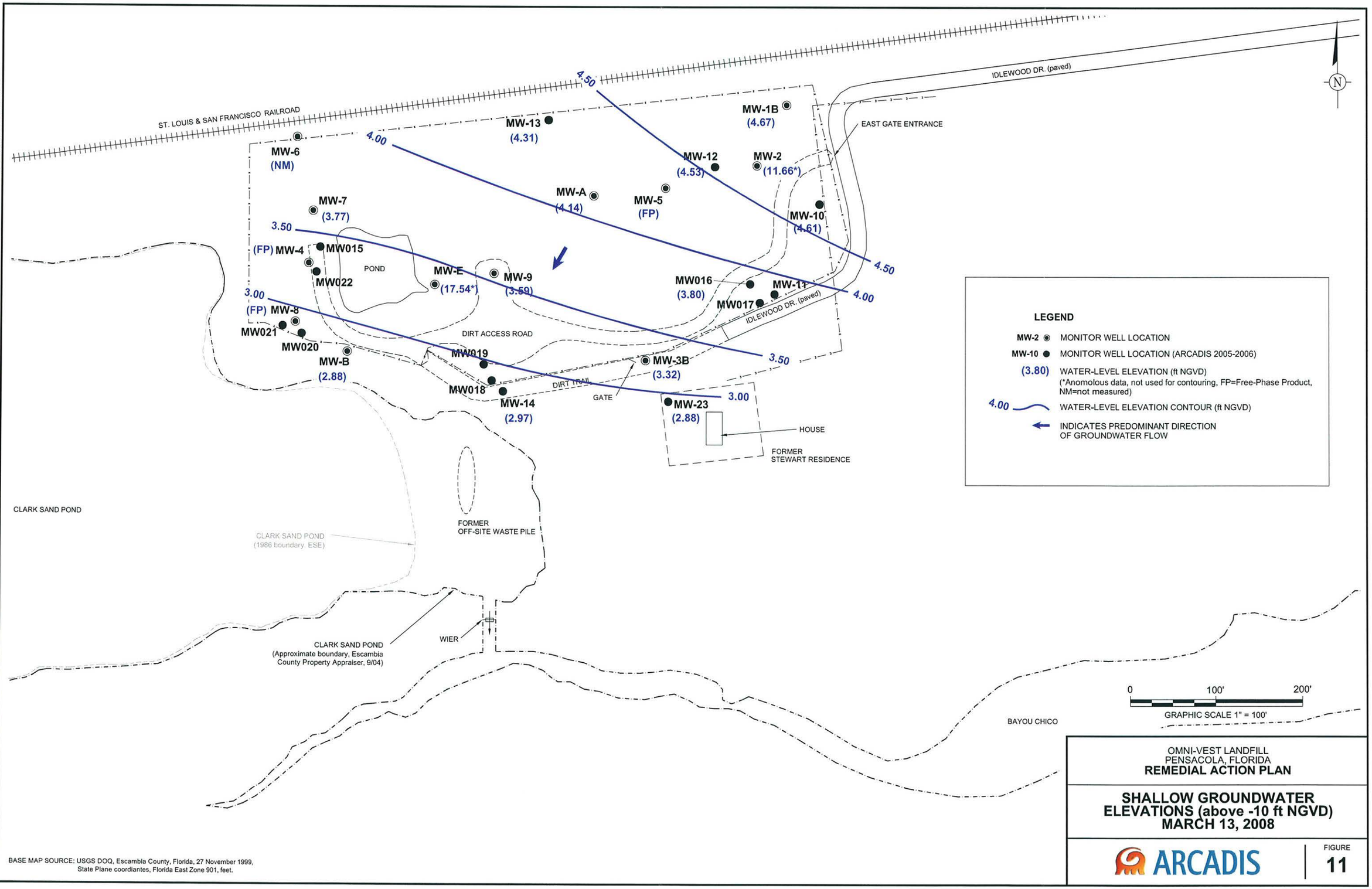
OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

CONSTITUENTS OF CONCERN IN GROUNDWATER (WT-80 ft BG) FEBRUARY 2005 THROUGH MARCH 2008

ARCADIS

FIGURE 10

CITY:WPB DIV/GROUP:EN DB:(Root) LD:(Opt) PIC:(Opt) PM:W.VOGELSONG TM:P.NOLAN LYR:(Opt)ON=*;OFF=*REF*
G:\AP\projects\ENVFDEP\Drydistrict\OMNI-VEST LANDFILL\WP024001.0000-OmniVest Landfill - Eng Cost Est\CAD\2024100000-SN2.dwg LAYOUT: RAP-F10_GW WT-80 ANALYTICAL FEB05-MAR08 SAVED: 4/30/2008 9:45 AM ACADVER: 17.1S (LMS TECH) PAGESETUP: — PLOTSTYLETABLE: ACS-COLOR_ANALYTICAL.CTB PLOTTED: 4/30/2008 10:08 AM BY: OLIVA, BRIAN



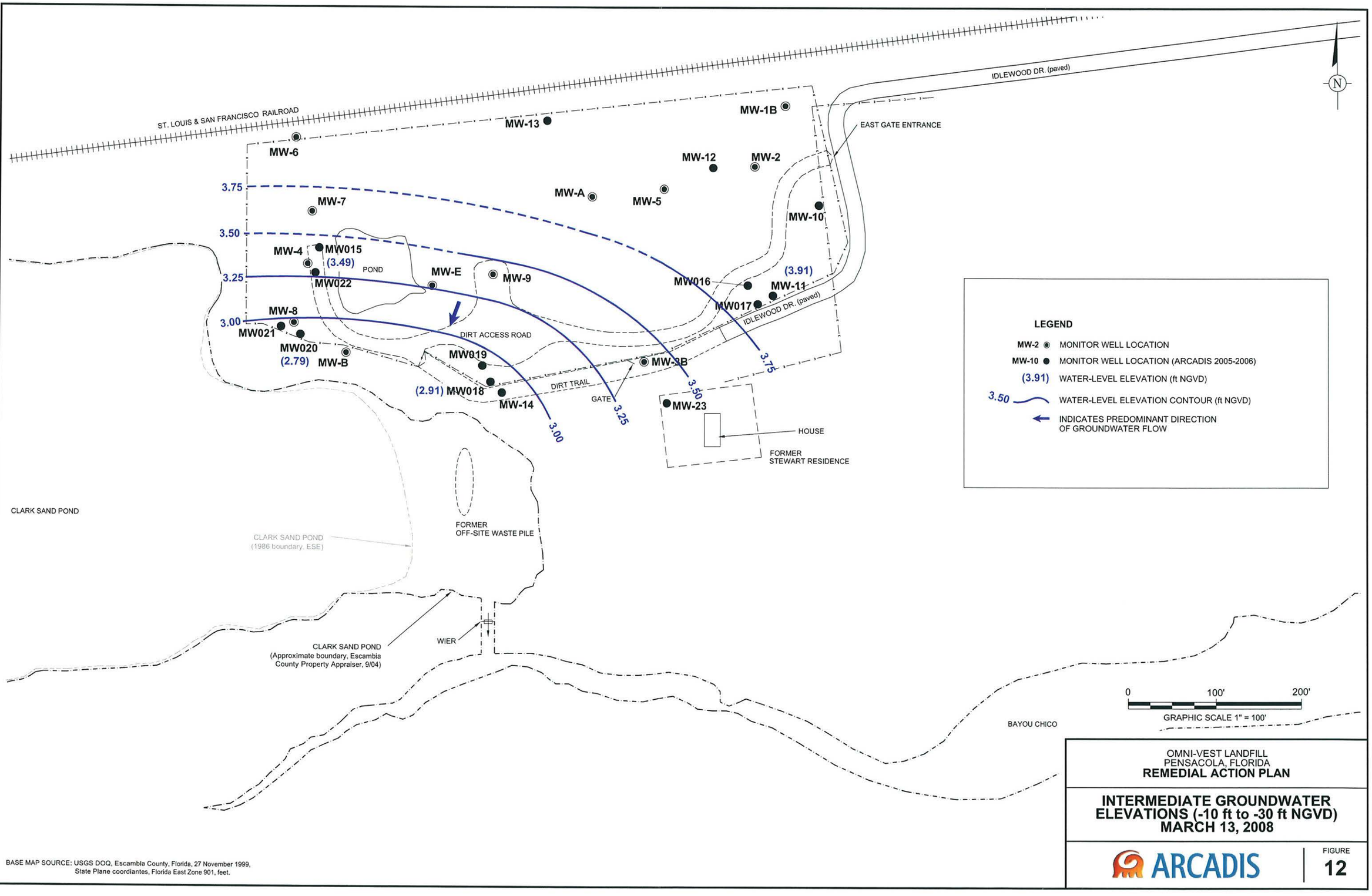
BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

SHALLOW GROUNDWATER ELEVATIONS (above -10 ft NGVD) MARCH 13, 2008

ARCADIS

FIGURE
11



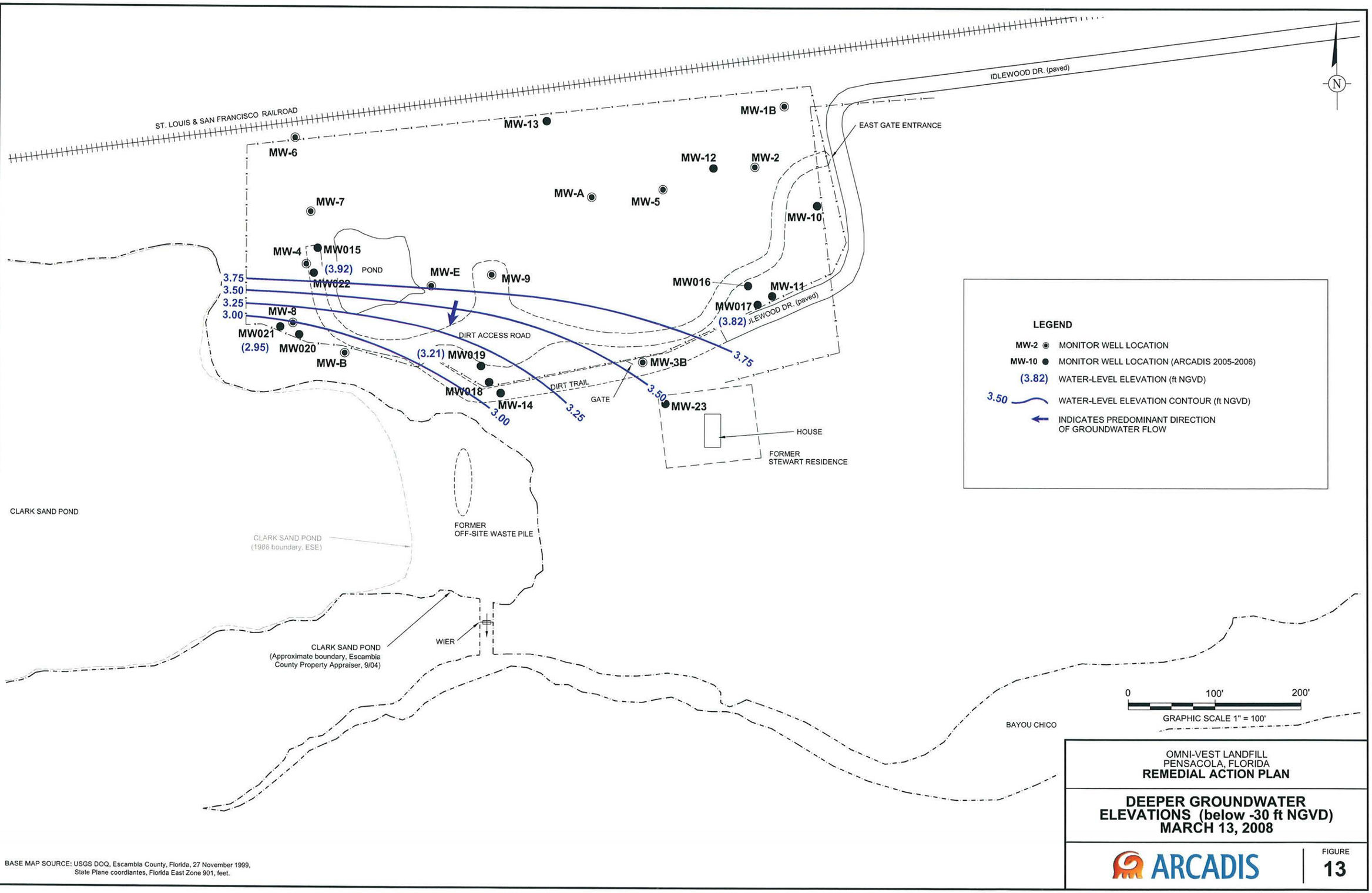
BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

INTERMEDIATE GROUNDWATER ELEVATIONS (-10 ft to -30 ft NGVD) MARCH 13, 2008

ARCADIS

FIGURE
12



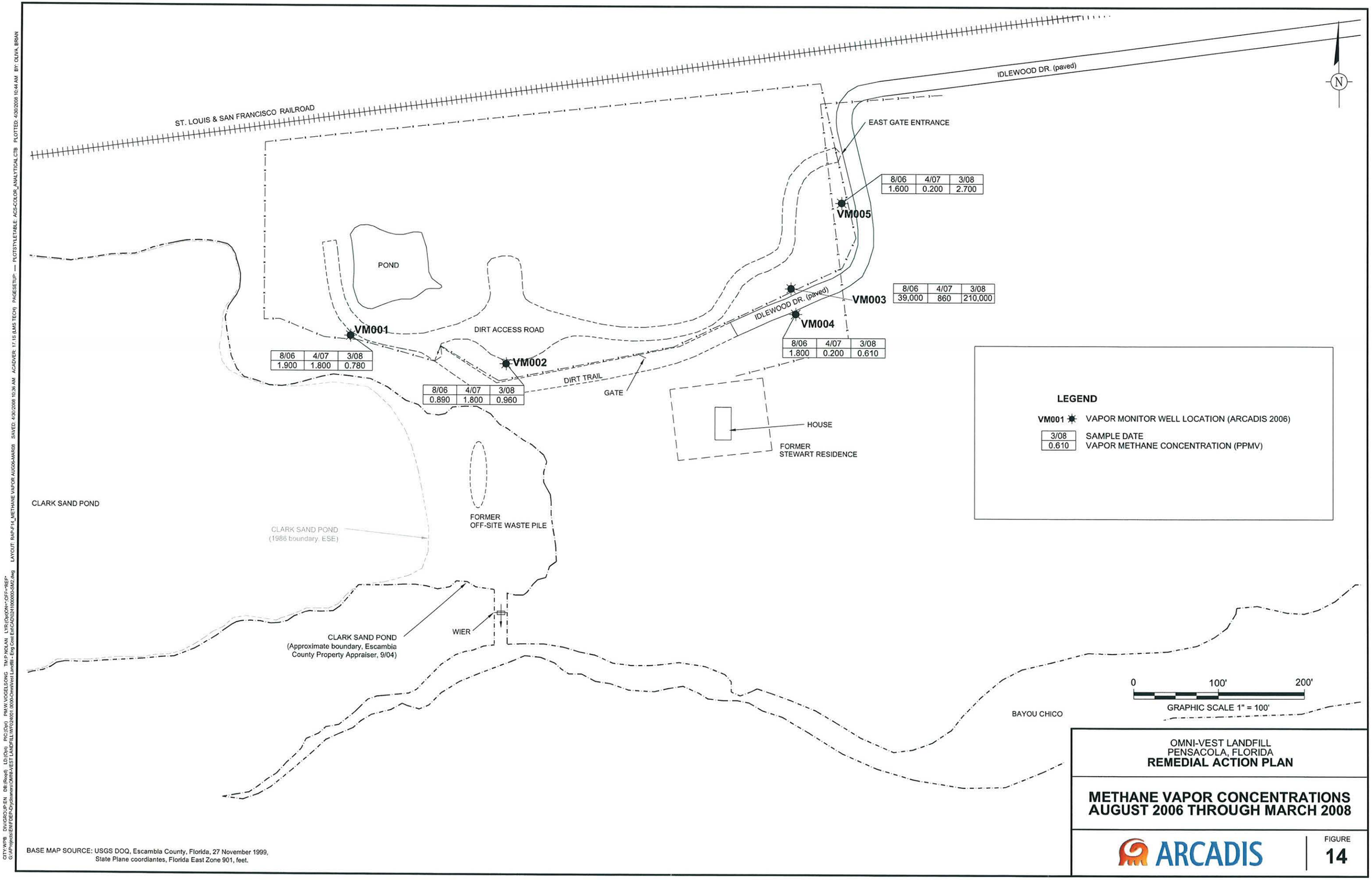
BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

DEEPER GROUNDWATER ELEVATIONS (below -30 ft NGVD) MARCH 13, 2008

ARCADIS

FIGURE
13



BASE MAP SOURCE: USGS DOQ, Escambia County, Florida, 27 November 1999, State Plane coordiantes, Florida East Zone 901, feet.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

METHANE VAPOR CONCENTRATIONS AUGUST 2006 THROUGH MARCH 2008

ARCADIS

FIGURE
14

CITY:WPB DIV/GROUP:EN DB:jRoop LD:(Opt) PIC:W.VOGELSONG PM:W.VOGELSONG TM:J.DARBY LYR:(Opt)ON=*;OFF=*REF*
G:\AP\Projects\ENVFLEP\Drydocs\OMNI-VEST LANDFILL\WP\224001.0000-OmniVest Landfill • Eng Cost Est\CAD\224001000003-SM.dwg LAYOUT: RAP-2 fs PROP WELL ABANDONMENT SAVED: 4/30/2008 9:39 AM ACADVER: 17.1S (LMS TECH) PAGESETUP: — PLOTSTYLETABLE: ACIS-COLOR_ANALYTICAL.CTB PLOTTED: 4/30/2008 9:38 AM BY: OLIVA, BRIAN

ST. LOUIS & SAN FRANCISCO RAILROAD (100' R/W)

RAILROAD TRACKS

N82°02'29"E 674.32' (F&D)

IDLEWOOD DRIVE (50' R/W)

IDLEWOOD DRIVE (40' R/W)

BENCHMARK~C-314-56-A
4" SQUARE CONCRETE MONUMENT
UNNUMBERED. ELEVATION=49.14'

MW-1B, MW-2, MW-3B, MW-5, MW-6, MW-7, MW-8, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14, MW-23, MW-A, MW-B, MW-E

RW-1, RW-2, RW-3, MW-4, MW015, MW022, MW021, MW020, MW018, MW019, MW017, MW016, MW005

VM001, VM002, VM003, VM004

S13°24'05"E 189.50' (F&D)

S76°35'55"W 144.00' (F&D)

S13°24'05"E 458.92'

S13°28'30"E 27.00' (F&D)

S76°31'30"W 144.17' (F&D)

S76°31'30"W 380.80' (F&D)

S76°31'30"W 62.81'

95.75'

N13°45'58"W 173.41'

N13°45'58"W 237.31'

N13°45'58"W 369.14' (F&D)

10.84'

10.76'

8.02'

7.55'

0.00'

49.14'

4.61'

12.16'

8.92'

88.00' (F&D)

POINT OF COMMENCEMENT
THE SOUTHEAST CORNER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA

(REFERENCE BEARING)
S76°31'30"W 2125.59' (F&D)
SOUTH LINE OF SECTION 34...

POND

FLOOD ZONE X
BASE FLOOD ELEVATION N/A

FLOOD ZONE AE
BASE FLOOD ELEVATION 6 FEET

CLARK SAND POND

FLOOD LINE AS SCALED FROM FEMA MAP

BENCHMARK~C-314-56-C
4" SQUARE CONCRETE MONUMENT
NUMBERED 7277. ELEVATION = 19.91'

POB

CONSTRUCTION TRAILER

0 60' 120'

GRAPHIC SCALE 1" = 60'

LEGEND

- MW-2 PROPOSED MONITOR WELL ABANDONMENT
- MW-10 PROPOSED MONITOR WELL (ARCADIS 2005-2006) ABANDONMENT
- VM001 PROPOSED VAPOR MONITOR WELL ABANDONMENT
- RW-1 PROPOSED RECOVERY WELL ABANDONMENT

BASE MAP SOURCE: Northwest Florida Land Survey, Inc., March 2007.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

PROPOSED WELL ABANDONMENT AND CONSTRUCTION TRAILER LOCATION

ARCADIS

FIGURE
15

ST. LOUIS & SAN FRANCISCO RAILROAD (100' R/W)

RAILROAD TRACKS

IDLEWOOD DRIVE (50' R/W)

IDLEWOOD DRIVE (40' R/W)

BENCHMARK~C-314-56-A
4" SQUARE CONCRETE MONUMENT
UNNUMBERED. ELEVATION=49.14'

BENCHMARK~C-314-56-C
4" SQUARE CONCRETE MONUMENT
NUMBERED 7277. ELEVATION= 19.91'

POINT OF COMMENCEMENT
THE SOUTHEAST CORNER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA

(REFERENCE BEARING)
S76°31'30"W 2125.59' (F&D)
SOUTH LINE OF SECTION 34...

N82°02'29"E 674.32' (F&D)

S13°24'05"E 189.50' (F&D)

S76°35'55"W 144.00' (F&D)

S13°24'05"E 88.40' (F&D)

S76°31'30"W 144.17' (F&D)

S13°28'30"E 27.00' (F&D)

S76°31'30"W 380.80' (F&D)

N13°45'58"W 369.14' (F&D)

N13°45'58"W 173.41'

237.31'

30.21'

22.56'

10.84'

30.76'

8.02'

7.55'

0.00'

8.47'

1.61'

12.16'

8.24'

8.92'

45.64'

95.75'

62.81'

MW023
(Not included in Monitor Well network)

VM006 VM007 VM008 VM009 VM010 VM011 VM012 VM013 VM014

MW024 MW025 MW026 MW027 MW028 MW029 MW030 MW031 MW032 MW033

RW-4

POND

FLOOD ZONE X
BASE FLOOD ELEVATION N/A

FLOOD ZONE AE
BASE FLOOD ELEVATION 6 FEET

CLARK SAND POND

FLOOD LINE AS SCALED FROM FEMA MAP

0 60' 120'

GRAPHIC SCALE 1" = 60'

LEGEND

- MW024 ● PROPOSED MONITOR WELL LOCATION
- VM006 ✹ PROPOSED VAPOR MONITOR WELL LOCATION
- RW-4 ▲ PROPOSED RECOVERY WELL LOCATION

BASE MAP SOURCE: Northwest Florida Land Survey, Inc., March 2007.

OMNI-VEST LANDFILL
PENSACOLA, FLORIDA
REMEDIAL ACTION PLAN

PROPOSED RECOVERY WELL, MONITOR WELL, AND VAPOR MONITOR WELL NETWORK

ARCADIS

FIGURE
16

CITY:WPB DIV/GROUP:EN DB:JRoed LD:(Opt) PIC:W.VOGELSONG PM:W.VOGELSONG TM:J.DARBY LYR:(Opt)ON=*;OFF=*REF*
G:\Projects\EMTER\Pensacola\OMNI-VEST LANDFILL\WG0601\1930c2\mxd\Vest Landfill - Eng Cert Ed\SAD0247000000SM.dwg LAYOUT: RAP-FIG PROP RAP WELL NETWORK
ALL NETWORK SAVED: 4/30/2008 3:55 PM ACADVER: 17.1S (LMS TECH) PAGESETUP: — PLOTSTYLETABLE: AGS-COLOR_ANALYTICAL.CTB PLOTTED: 5/1/2008 11:01 AM BY: OLIVA, BRIAN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18254 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Traffic Restrictions - Parking Prohibition - Perdido Key Drive
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restrictions - Parking Prohibition on Perdido Key Drive - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the filing of new traffic restrictions - parking prohibition - 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 the parking prohibition on Perdido Key Drive from Theo Baars Bridge to Alabama State Line; and

B. Authorize the Chairman to sign the Resolution.

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations

Perdido Key Drive is located in Commission District 2.

BACKGROUND:

Prior to September 2019, Perdido Key Drive was a State Road (SR292). It is a two-lane facility located directly along the Gulf of Mexico that provides access to the beaches of Perdido Key, hosting residents and visitors. In 2016, the Perdido Key Master Plan was adopted with a goal to make the Perdido Key community safer and more inviting through improvements to the infrastructure on Perdido Key, with a goal of increased safety and walkability. An inventory of "No Parking" signs was performed on Perdido Key Drive at that time.

In September 2019, a Transfer Agreement with the State of Florida transferred

ownership and maintenance of Perdido Key Drive to Escambia County.

In May 2020, County staff received calls regarding vehicles parked along the roadway and shoulders of Perdido Key Drive, causing unsafe conditions for both vehicle and pedestrian travel due to restricted and compromised critical sight-lines. Also at issue was the potential damage to the natural landscape/protected habitat along the road edge.

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(j), and 316.555 of the Florida Statutes (2009), to establish regulation on County roadways and streets. Volume 1, Chapter 94, Articles I and II of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic, vehicles, and parking 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.

In an effort to improve safety, County staff re-assessed the existing parking restriction signs along the corridor and recommended the installation of approximately 30 new signs to clearly demarcate No Parking zones along the shoulders of Perdido Key Drive.

BUDGETARY IMPACT:

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations

LEGAL CONSIDERATIONS/SIGN-OFF:

Escambia County Attorney's Office has reviewed and approved the Resolution 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 316.555 of the Florida Statutes (2009), to establish regulation on County roadways and streets. Volume 1, Chapter 94, Articles I and II of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic, vehicles, and parking on County roadways and streets.

IMPLEMENTATION/COORDINATION:

The No Parking signs have been installed at all locations. Upon BCC approval, a copy of the Resolution will be forwarded to the Sheriff's Department and the Environmental Code Enforcement Division of the Escambia County Natural Resources Management Department.

Attachments

Resolution - No Parking
BCC Mins_Perdido Key Dr Transfer

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IMPOSING A PARKING PROHIBITION ON PERDIDO KEY DRIVE; 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, vehicles, 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, Articles I and II, Escambia County Code of Ordinances , to place restrictions on traffic, vehicles, 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 conducted an evaluation and concluded a parking prohibition on Perdido Key Drive from the Theo Baars Bridge to the Alabama State Line is recommended to prevent parking along the right-of-way that causes destruction to natural habitat, creates sight distance deficiencies, and promotes unsafe pedestrian movement.

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 area affected hereby, to prohibit parking on Perdido Key Drive from the Theo Baars Bridge to the Alabama State Line.

SECTION 3. Transportation & Traffic Operations staff previously placed "No Parking" signs in conspicuous locations on Perdido Key Drive 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: 07-21-2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

Mass Transit:
Fund 104, Mass Transit Fund; Cost Center 211217; Object Code 53401, Other Contractual Services; in the amount of $5,112.]

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

22. Recommendation: That the Board take the following action concerning the Road Transfer Agreement between Escambia County and the Florida Department of Transportation (FDOT/also known as the Department) regarding County Road 99 (Beulah Road) and State Road 292 (Perdido Key Drive):

A. Approve, and authorize the Chairman to sign, the Road Transfer Agreement between Escambia County and FDOT;

B. Approve, and authorize the Chairman to sign, the Memorandum of Understanding (MOU) between Escambia County, Florida, and FDOT; and

C. Approve and authorize the Chairman to sign, the Resolution [R2019-88] authorizing the execution of the Road Transfer Agreement between Escambia County, Florida, and FDOT.

[Funding: Per MOU, Escambia County will transfer all work product and communication between Escambia County and any contractor or stakeholder associated with its US Highway 29 Project Development and Environment (PD&E) Study, including but not limited to all collected data, documentation, stakeholder discussions, as well as any funding associated with the US Highway 29 Connector Project to FDOT. Escambia County placed the contract with Atkins Global, Inc., on hold on August 13, 2019, after the Committee of the Whole Transportation Workshop affirmative consensus on August 8, 2019, regarding the transfer. The amount of funds remaining in the contract is $773,038.79; however, Atkins' final invoice for payment has not been received. The funds are located in Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0021 and Project #12EN1728]

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

Motion: Move CAR II-22, Items A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Charles Krupnick, Jimmy Sherouse, Melissa Pino, Gail Strickland, Tim Smith, Theresa Blackwell, Margaret Hostetter, Joe Gilchrist, Mae Dean, and Charlotte Padodock

23. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to John Davenport Engineering, Inc., in the amount of $32,015, on Contract PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A (Palafox Highway) at CR 749 (Old Chemstrand Road) and CR 297A at CR 186 (Kingsfield Road):

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$32,015
Vendor:	John Davenport Engineering, Inc.
Project Name:	CR 95A at Chemstrand Road and CR 297A at Kingsfield Road
Contract:	PD 15-16.091
PO#:	170782
CO#:	7
Original Contract Amount:	$106,910
Cumulative Amount of Change Orders Through this CO:	$128,635
New Contract Amount:	$235,545

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

This project is located in Commission District 5.

Motion: Move to drop this tonight and not take action
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18288 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Appointee For Housing Finance Authority
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Housing Finance Authority - Janice P. Gilley, County Administrator

That the Board take the following action concerning appointments to the Escambia County Housing Finance Authority:

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

B. Reappoint Robert Ward to serve another four-year term, effective August 1, 2020, through July 31, 2024, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert was posted on the County's website from July 1, 2020, to July 15, 2020, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes' from citizens interested in serving on the Authority were received.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

A Letter from Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority recommending Mr. Ward's reappointment is provided for review.

A General Alert was posted on the County's website from July 1, 2020, to July 15, 2020,

seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes' from citizens interested in serving on the Authority were received.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Executive Letter
Ward Resume

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

June 1, 2020

Mrs. Janice Gilley
County Administrator
Escambia County
221 Palafox Place, Suite
420 Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Robert Ward

Dear Janice:

Mr. Robert Ward's appointment to the Escambia County Housing Finance Authority expires on July 31, 2020. Mr. Ward has expressed a desire to be reappointed to the Authority for an additional four-year term commencing August 1, 2020 through July 31, 2024. The members of the Authority would be pleased to retain Mr. Ward as he has considerable experience in land development and understands the housing needs of Escambia County residents. Mr. Ward has devoted a substantial amount of time and effort to understanding the operation and goals of this Authority and his continued service will be of great benefit to the Board.

Thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

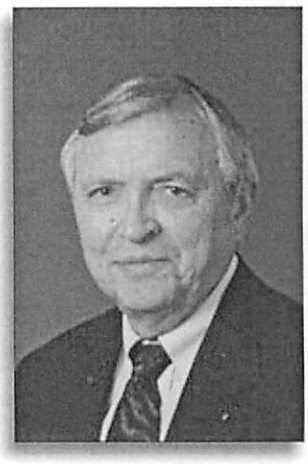
Patricia D. Lott

Patricia D. Lott
Executive Director

cc: Robert Ward

S:\DATA\Board Member Information & Lists\Recommendation Letters re reappointment of Board members\Ltr re Robert Ward's reappointment 2020-2024

Robert Ward, Chairman
August 1, 2019 - July 31, 2020



Mr. Ward is a Civil Engineer with Southern Land Concept, a firm he founded in 1976. Mr. Ward attended Pensacola Junior College and the University of South Alabama earning a B.S. in Civil Engineering. He is a licensed engineer in Alabama, Mississippi and Florida as well as a licensed surveyor in Alabama and Florida. Mr. Ward was first appointed to the Authority for a two-year term from 1985-1987 and is currently serving his ninth term as an Authority member. He is a member of the National Association of Local Housing Finance Agencies, the Florida Association of Local Housing Finance Authorities, the Pensacola North Rotary Club, the Alabama Society of Professional Land Surveyors and the Alabama Pecan Growers Association. Mr. Ward is a native of Pensacola and has two children.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18291 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and City of Pensacola for Shared Use of Comms Infrastructure
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Amended and Restated Interlocal Agreement Between Escambia County, Santa Rosa County, and the City of Pensacola - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and the City of Pensacola. Santa Rosa County agrees to pay an annual service fee of $118,717.42, which is equal to 31% of the annual recurring maintenance and system upgrade fees. The City of Pensacola agrees to pay an annual service fee of $53,614.31, which is equal to 14% of the annual recurring maintenance and system upgrade fees. Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement:

A. Approve the Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

Escambia County's P25 Digital UHF Radio System includes an integrated computer core which can support multiple system users. In 2015, Escambia County entered into an Interlocal Agreement with Santa Rosa County and the City of Pensacola that established a provision to allow these entities' public safety radio systems to reside on Escambia County's computer core in exchange for annual radio core maintenance cost.

On this agenda is an item which will have Escambia County execute a System Upgrade Agreement (SUA) with Motorola Solutions, Inc., which provides planned lifecycle upgrades over a 10-year term, if approved by the Escambia County Board of County Commissioners (BCC). This proposed Interlocal Agreement amends and restates the original Agreement and extends cost sharing to the radio core portion of the SUA.

In exchange for the use of Escambia County's P25 master core and existing user configuration server (UCS), Santa Rosa and the City of Pensacola will pay Escambia County a proportionate share of the annual maintenance and SUA cost associated with the P25 master core as determined by the number of registered radio subscribers using the core. Santa Rosa County agrees to pay an annual service fee of $118,717.42, which is equal to 31% of the annual recurring maintenance and system upgrade fees. The City of Pensacola agrees to pay an annual service fee of $53,614.31, which is equal to 14% of the annual recurring maintenance and system upgrade fees. Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement. Payment will be due on or before October 31st of each year. This Interlocal Agreement allows each party to provide rack and antenna mounting space at their respective tower sites upon receiving written approval from the host agency's Communications representative. This Interlocal Agreement will:

- Provide $172,331.73 in annual revenue to Escambia County,
- Provide radio interoperability for Escambia County, Santa Rosa County, and City of Pensacola during mutual aid events, and
- Provide rack and antenna mounting space to increase area wide coverage and interoperability.

BUDGETARY IMPACT:

The County will receive revenue, in the amount of $172,331.73, as a result of the Interlocal Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, approved the documentation as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval and proper execution, the Public Safety Business Operations Division Manager will ensure the appropriate originals are returned for file. The Public Safety Communications Division Manager will oversee implementation of the Interlocal Agreement and work in close cooperation with Santa Rosa County's and City of Pensacola's Communications representatives.

Attachments

Amended and Restated Interlocal Agreement

AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR SHARED USE OF COMMUNICATIONS INFRASTRUCTURE

This Amended and Restated Interlocal Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Pensacola**, a municipal corporation of the State of Florida, (hereinafter "City"), with an administrative address of P.O. Box 12910, Pensacola, Florida 32521, and **Santa Rosa County**, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and **Escambia County**, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597, (collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City, Escambia, and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, pursuant to §163.01, Florida Statutes, the City, Escambia, and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on or about July 23, 2015, the Parties entered into an Interlocal Agreement for Shared Use of Communications Infrastructure; and

WHEREAS, the City, Escambia, and Santa Rosa desire to enter into this Amended and Restated Interlocal Agreement setting forth the terms whereby the parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system; and

WHEREAS, this Interlocal Agreement is intended to supersede in its entirety the Interlocal Agreement for Shared Use of Communications Infrastructure dated July 23, 2015.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the Parties to this Amended and Restated Interlocal Agreement hereby 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. Purpose of the Agreement. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the Parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

Section 3. Definitions.

P-25 public safety radio communications system: The digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, Escambia County Fire Rescue (ECFR), Escambia County Emergency Medical Services (EMS), and Escambia County Sheriff's Office (ECSO).

The P25 system hardware includes; computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

P25 Master Core: The Master Core is housed at the Escambia Public Safety Building located at 6575 North "W" Street. "Core" hardware includes servers, routers, and computer switches associated with processing, routing, and managing digital radio transmissions.

User Configuration Server (UCS): Database management server used for creating and managing radio "talk groups" within the communications system.

Section 4. Responsibilities of the Parties.

Escambia and Santa Rosa shall cooperatively establish a technical means whereby Santa Rosa may operate Motorola P-25 radio sites utilizing Escambia's P25 Master Core. Escambia's existing UCS will serve as the primary database server for all user configurations. Escambia shall provide authorized Santa Rosa staff reasonable access to the UCS for user and system configuration. Santa Rosa will provide a reliable network connection (microwave, fiber, wireless, common carrier and/or other means) between the Santa Rosa and Escambia network systems and shall, at all times, be responsible for maintaining network connectivity to the UCS.

Escambia and the City shall cooperatively establish a technical means whereby the City may operate Motorola P25 radio sites utilizing Escambia's P25 Master Core. Escambia's existing UCS will serve as the primary database server for all user configurations. Escambia shall provide authorized City staff reasonable access to the UCS for user and system configuration. The City will provide a reliable network connection (microwave, fiber, wireless, common carrier and/or other means) between the City and Escambia network systems and shall, at all times, be responsible for maintaining network connectivity to the UCS.

The Parties will provide component rack and antenna mounting space for network connectivity at their respective tower sites upon receiving written approval from the Communications Chief, or designee, of the host party.

The Parties shall take appropriate measures to prevent the programming of unauthorized radio communications within their respective jurisdictions.

The Parties shall cooperatively define and document preprogrammed interoperable talk groups within each jurisdiction in order to facilitate interoperability during disaster responses. Any other preprogrammed interoperable talk groups crossing jurisdictional boundaries shall require prior written authorization.

The Parties agree to work cooperatively to determine a mutually agreeable operational plan in the event of any system-wide upgrades relating to the P25 Master Core. Each Party will be solely responsible for any costs or expenses related to modification, repair, or replacement of their respective components that may be required to accommodate system-wide upgrades.

The Parties agree that technological upgrades to Escambia's P25 Public Safety Radio Communications System will be necessary to sustain the operability of the radio system infrastructure. System upgrades must be performed in order to ensure the system maintains an equivalent level of current software and hardware functionality, reliability, and security and to provide any technological advancements that are available at the time of the upgrade. System upgrades may be performed as a capital investment or as part of an ongoing contractual arrangement with a vendor pursuant to a System Upgrade Agreement.

The Parties shall at all times maintain their respective components in good working order. Each Party will be solely responsible for any maintenance costs or expenses related to repair or replacement requirements.

Section 5. Independence of Operations. The Parties hereto shall at all times maintain independent P-25 radio services within their respective jurisdictions.

Section 6. Escambia-Motorola Services Agreement. Escambia entered into a *Maintenance Support and SUAII Purchase Agreement* with Motorola Solutions, Inc. to provide maintenance support and software upgrade services for Escambia's P-25 public safety radio communications system. If said Agreement is terminated or modified for any reason, Escambia shall provide reasonable notice of such termination or modification to the City and Santa Rosa.

Section 7. Service Fee. In exchange for the use of Escambia's P25 Master Core and existing UCS, Santa Rosa and the City shall pay Escambia a proportionate share of the annual maintenance support and software upgrade service fee associated with the P25 Master Core as determined by the number of registered radio subscribers per party utilizing the P25 Master Core. Santa Rosa agrees to pay an annual service fee of $118,717.42 equal to 31% of the annual recurring maintenance support and software upgrade service fees associated with the P25 Master Core. The City agrees to pay an annual service fee of $53,614.31 equal to 14% of the annual recurring maintenance support and software upgrade service fees associated with the P25 Master Core. Each party's proportionate share shall be subject to review every three (3) years, and the annual service fees may be adjusted by written amendment to this Agreement.

Santa Rosa and the City shall tender payment to Escambia on or before October 31st of each year. In the event City or Santa Rosa should fail to timely remit payments due under this Agreement, Escambia shall furnish the defaulting party with written notice of default and provide fifteen (15) days opportunity to cure the default before the Agreement is terminated as to the defaulting party.

Section 8. Permits. The performance by any party under this Agreement shall be subject to and contingent upon receipt of all permits or other federal, state, or local governmental authorizations ("Permits") necessary for the use of the Facilities and Equipment, including, but not limited to, any building permits, zoning allowances, variances, special use permits or other permits.

Section 9. Compliance with Laws. The Parties agree to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this agreement now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and shall obtain any necessary licenses, permits, and other approvals required of the use of said Facilities and Equipment. The Parties further agree to cooperate in obtaining such licenses, permits, and approvals. Each Party shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to each Party's respective components of the Facilities and Equipment.

Section 10. Effective Date. This Agreement, after being properly executed by the Parties, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County ("Effective Date"). Each County shall be responsible for filing this document with the Clerk in its respective jurisdiction.

Section 11. Term. The initial term of this Agreement will commence on October 1, 2020. Thereafter, the Agreement will automatically renew for successive twelve-month terms unless otherwise terminated as provided herein.

Section 12. Termination. Any Party may terminate its participation in the shared use of communications infrastructure pursuant to this Agreement with or without cause upon providing written notice to the non-terminating Parties no later than ninety (90) days prior to the annual renewal date of the term. The Parties also reserve the right to terminate this Agreement at any time in the event the *Maintenance Support and SUAII Purchase Agreement* is terminated or otherwise expires.

If City or Santa Rosa should fail to timely participate in any system upgrades, Escambia shall furnish the defaulting Party with written notice of default and provide thirty (30) days opportunity to cure the default. If the defaulting Party has not remedied and cured the default within thirty (30) calendar days after receipt of said notice, Escambia will immediately terminate the Agreement as to the defaulting Party. Upon the effective date of termination, the defaulting Party shall separate all network system configurations from Escambia's P25 Master Core as provided in Section 13 below.

Section 13. Removal/Separation. Within one hundred and eighty (180) days after the effective date of termination, the terminating Party or Parties shall separate all network system configurations. Each Party will be solely responsible for any costs or expenses related to modification, repair, or replacement of their respective facilities and equipment as may be necessitated by the system separation.

Section 14. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Section 15. 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, any 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 16. Assignment. The agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 17. 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 18. 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 19. Interpretation.

(a) 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 statutes or regulations referred to. Words

not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) 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 of the terms and provision hereof.

Section 20. 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.

Section 21. 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 22. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the Parties, to the respective parties as follows:

Escambia County
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Santa Rosa County
County Administrator
Santa Rosa County
6495 Caroline Street, Suite M
Milton, FL 32570

City of Pensacola
City Administrator
Post Office Box 12910
Pensacola, Florida 32521

with a copy to:
Chief Information Officer
Post Office Box 12910
Pensacola, Florida 32521

All invoices and payments required to be given under this Agreement shall be sent to the parties as follows:

Escambia County:
Escambia County Public Safety
Business Operations Division
6575 N. "W" Street
Pensacola, FL 32505

Santa Rosa County:
Emergency Manager
Santa Rosa County
4499 Pine Forest Road
Milton, FL 32583

City of Pensacola
City Administrator
Post Office Box 12910
Pensacola, Florida 32521

with a copy to:
Director, Department of Innovation & Technology
Post Office Box 12910
Pensacola, Florida 32521

Section 23. 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.

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 24. 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 hereby waives the right to any change of venue.

Section 25. No Waiver. The failure of any party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated Interlocal Agreement on the respective dates under each signature.

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-24-2020

[SIGNATURE PAGE TO FOLLOW]

Santa Rosa County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Don Salter, Chairman

Date: _____

ATTEST:

BCC Approved: _____

By: _____
Donald C. Spencer, Clerk of Court

[SIGNATURE PAGE TO FOLLOW]

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18304 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Amended and Restated Interlocal Agreement between University of West Florida and Escambia County for Shared Use of Communications Infrastructure
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Amended and Restated Interlocal Agreement Between Escambia County, Florida, and the University of West Florida - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the Amended and Restated Interlocal Agreement between Escambia County, Florida, and the University of West Florida:

A. Approve the Interlocal Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive twelve-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

[Funding: N/A]

BACKGROUND:

Escambia County's P25 digital UHF radio system includes an integrated computer core which can support multiple system users. In December 2019, Escambia County entered into an Interlocal Agreement with the University of West Florida (University), that established a provision to allow the University's public safety radio system to reside on Escambia's core in exchange for annual radio core maintenance cost.

Escambia County has entered into a System Upgrade Agreement (SUA) with Motorola Solutions, Inc., which provides planned lifecycle upgrades over a 10-year term. This Interlocal Agreement amends and restates the original Agreement and extends cost sharing to the radio core portion of the SUA. Escambia County will use subscriber percentages to determine and apply the University's portion of the cost share. The University agrees to pay an annual service fee of $22,977.56, which is equal to 6% of the annual recurring maintenance and system upgrade fees. The University's proportionate share will be subject to review every three years, and the annual service fee may be adjusted by written amendment to this Interlocal Agreement. Payment will be due on or before October 31st of each year. This Interlocal Agreement will:

- Provide $22,977.56 in annual revenue to Escambia County, and
- Provide radio interoperability for Escambia County First Responders and University of West Florida Police during campus events.

BUDGETARY IMPACT:

As a result of the Interlocal Agreement, Escambia County will recieve $22,977.56 in annual revenue.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristem Hual, Senior Assistant County Attorney, approved the documention as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval and proper execution, the Public Safety Business Operations Division Manager will ensure the appropriate originals are returned for file. The Public Safety Communications Division Manager will oversee implementation of the Agreement and work in close cooperation with the University's Communications representative.

Attachments

Amended and Restated Interlocal Agreement

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE UNIVERSITY OF WEST FLORIDA AND ESCAMBIA COUNTY, FLORIDA RELATING TO SHARED USE OF COMMUNICATIONS INFRASTRUCTURE

This Amended and Restated Interlocal Agreement (hereinafter "Agreement") is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter "Escambia"), with an administrative address of 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 (hereinafter "University"), with administrative offices located at 11000 University Parkway, Pensacola, Florida 32514 (collectively referred to hereinafter as the "parties").

WITNESSETH:

WHEREAS, pursuant to §163.01, Florida Statutes, the parties, as public agencies within the State of Florida, are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on or about December 5, 2019, the parties previously entered into an Interlocal Agreement relating to the shared use of communications infrastructure; and

WHEREAS, the parties desire to enter into this Amended and Restated Interlocal Agreement setting forth the terms whereby the parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system; and

WHEREAS, this Amended and Restated Interlocal Agreement is intended to supersede in its entirety the Interlocal Agreement relating to Shared Use of Communications Infrastructure dated December 5, 2019.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Amended and Restated Interlocal Agreement hereby 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. Purpose of the Agreement. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the University may cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

Section 3. Definitions.

P-25 Public Safety Radio Communications System: The digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, Escambia County Fire Rescue (ECFR), Escambia County Emergency Medical Services (EMS), and Escambia County Sheriff's Office (ECSO). The P-25 system hardware includes; computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

P-25 Master Core: The Master Core is housed at the Escambia Public Safety Building located at 6575 North "W" Street. "Core" hardware includes servers, routers, and computer switches associated with processing, routing, and managing digital radio transmissions.

User Configuration Server (UCS): Database management server used for creating and managing radio "talk groups" within the communications system.

University's P-25 Radio Site: University's public safety radio communications system radio site which is located on the University's campus and owned and operated by the University and which will utilize Escambia's P-25 Master Core and UCS as provided herein.

Section 4. Responsibilities of the Parties.

Escambia and the University will cooperatively, and in coordination with Motorola Solutions, Inc. ("Motorola"), establish a technical means whereby the University may operate its P-25 Radio Site utilizing Escambia's P-25 Master Core. Escambia's existing UCS will serve as the primary database server for all user configurations. The University has contracted with Motorola to effect user and system configuration, provide system interconnections between University's P-25 Radio Site and Escambia's P-25 Master Core and UCS, and maintain network connectivity. Escambia shall provide Motorola personnel reasonable access to its UCS for user and system configuration purposes. The University will provide a fiber connection between its P-25 Radio Site and Escambia's Master Core and UCS and shall at all times be responsible for maintaining its own network connectivity to the UCS.

The parties will take appropriate measures to prevent the programming of unauthorized radio communications. The parties will cooperatively define and document a preprogrammed interoperable talk group in order to facilitate interoperability during disaster responses.

Each party shall at all times maintain its system components in good working order and will be solely responsible for any maintenance and upgrade costs or expenses related to repair, modification, or replacement of its system components ("Facilities and Equipment").

The parties agree that technological upgrades to Escambia's P-25 Public Safety Radio Communications System ("System") will be necessary to sustain its operability. System upgrades must be performed in order to: ensure the System maintains an equivalent level of current software and hardware functionality, reliability, and security; and to provide any technological advancements that are available at the time of the upgrade. System upgrades may be performed as a capital investment or as part of an ongoing contractual arrangement with a vendor pursuant to a system upgrade agreement.

The parties agree to work cooperatively to determine a mutually agreeable operational plan and associated schedule for any System-wide upgrades relating to the Master Core. Each party will be solely responsible for any costs or expenses related to modification, repair, or replacement of its own Facilities and Equipment as may be required to accommodate such System-wide upgrades.

Section 5. Independence of Operations. The parties hereto shall at all times maintain independent P-25 radio services.

Section 6. Escambia-Motorola Services Agreement. Escambia entered into a *Maintenance Support and SUAII Purchase Agreement* with Motorola ("Escambia-Motorola Agreement") to provide maintenance support and software upgrade services for Escambia's P-25 Public Safety Radio Communications System. If the Escambia-Motorola Agreement is terminated or modified for any reason, Escambia shall notify the University in writing as soon as practicable. Escambia reserves the right to terminate this Agreement in the event the Escambia-Motorola Agreement is terminated for any reason, in which case the parties shall mutually agree on a termination date of this Agreement which may be no later than the date on which the Escambia-Motorola Agreement terminates.

Section 7. Service Fee. In exchange for the use of Escambia's P-25 Master Core and existing UCS, the University shall pay Escambia a proportionate share of the annual maintenance support and software upgrade service fee associated with the P25 Master Core as determined by the number of registered radio subscribers utilizing the P25 Master Core. The University agrees to pay Escambia an annual service fee of $22,977.56 equal to 6% of the annual recurring fee for maintenance support and software upgrade services associated with the P25 Master Core. Payment shall be due on or before October 31st of each year. The University's proportionate share shall be subject to review every three (3) years, and the annual service fee may be adjusted by written amendment to this Agreement.

Section 8. Permits. The performance of this Agreement shall be subject to and contingent upon receipt of all permits or other federal, State, or local governmental authorizations ("Permits") necessary for the operation and use of the radio communications systems' facilities, hardware, software, and all other Facilities and Equipment, including, but not limited to, any building permits, zoning allowances, variances, special use permits or other permits.

Section 9. Compliance with Laws. Each party shall comply with all applicable federal, State, local, and international laws, rules, regulations, and ordinances, including without limitation the prohibition on employment of undocumented aliens and compliance with nondiscrimination, civil rights, and similar mandates. The parties further agree to comply with all federal, State, and local laws, rules, policies, or guidelines related to the performance of this Agreement now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and each party shall obtain all necessary licenses, permits, and other approvals required for the use of that party's Facilities and Equipment. The parties further agree to cooperate in obtaining such licenses, permits, and approvals. Each party shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to such party's Facilities and Equipment.

Section 10. Effective Date. This Agreement, after being properly executed by the parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.

Section 11. Term. The initial term of this Agreement shall commence on October 1, 2020. Thereafter, the Agreement shall automatically renew for successive twelve-month terms, each such twelve-month renewal term to begin on October 1st and end on September 30th.

Section 12. Termination. Either party may terminate this Agreement without cause and without penalty upon ninety (90) days' prior written notice to the non-terminating party. Either party may terminate this Agreement for cause upon the non-terminating party's default hereunder. The terminating party shall provide the defaulting party thirty (30) days to cure the default after receipt of written notice of default from the terminating party. If the defaulting party has not remedied and cured the default within thirty (30) calendar days after receipt of said notice, the terminating party may immediately terminate the Agreement. On the effective date of termination ("Termination Date"), University shall separate all network system configurations from Escambia's P-25 Master Core as provided in Section 13 below.

University's payment obligations hereunder shall cease when the University has removed all network system configurations from Escambia's P-25 Master Core as provided in Section 13 below ("Separation Date"). If the Separation Date is before September 30th, Escambia shall reimburse University for the prorated amount attributable to the number of days between the Separation Date and September 30th, which reimbursement amount shall be due and payable to University on or before the last day of the month following the month in which the Separation Date

occurs. If the Separation Date is after September 30th but before October 31st (or the date on which University remits payment to Escambia for the annual service fee, whichever occurs first), University shall pay Escambia for the prorated amount attributable to the number of days between October 1st and the Separation Date, which amount shall be due and payable to Escambia on or before November 30th.

Section 13. Removal/Separation. Within one hundred and eighty (180) days after the Termination Date, the University shall remove its network system configurations, including its Facilities and Equipment, from Escambia's Facilities and Equipment. Each party will be solely responsible for any costs or expenses related to modification, repair, or replacement of its own Facilities and Equipment as may be necessitated by such removal and/or System separation.

Section 14. Liability. Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for its negligent acts and omissions and the negligent acts and omissions of its respective employees and agents while acting in the course and scope of their employment and agency in the performance of this Agreement to the extent permitted by law. Nothing herein shall be interpreted or construed as: 1) denying either party any remedy, defense, or protection available under Florida law; 2) either party's consent to be sued; or 3) a waiver of sovereign immunity by either party beyond the statutory waiver provided in section 768.28, Florida Statutes. In no event shall either party be liable in contract, tort, strict liability, or under any other legal theory for indirect, incidental, consequential, special, or punitive damages arising from or relating to the Agreement.

Section 15. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may terminate this Agreement without prejudice to any other right or remedy if such party fails to allow access to the records or documents after seven (7) days written notice from the other party.

Section 16. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, without the prior written consent of the other party.

Section 17. 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 18. Survival. All 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 19. Interpretation.

(a) 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) 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 of the terms and provision hereof.

Section 20. 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.

Section 21. 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 22. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the parties, to the parties as follows:

Escambia County:
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

University:
Chief of Police
University of West Florida
Building # 94
11000 University Parkway
Pensacola, Florida 32514
finadmin@uwf.edu

With copy to:
General Counsel
University of West Florida
Building # 10
11000 University Parkway
Pensacola, FL 32514

All invoices and payments required to be given under this Agreement shall be sent to the parties as follows:

Escambia County:
Escambia County Public Safety
Business Operations Division
6575 N. "W" Street
Pensacola, FL 32505

University:
Chief of Police
University of West Florida
Building # 94
11000 University Parkway
Pensacola, FL 32514
finadmin@uwf.edu

Section 23. 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. 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 24. 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 hereby waives the right to any change of venue.

Section 25. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 26. Annual Appropriations. The University's performance and payment obligations under this Agreement are subject to and contingent upon the availability of funds appropriated by the Florida Legislature and lawfully expendable for the purposes of this Agreement. The University will give notice to Escambia of the non-availability of funds when the University has knowledge thereof. Escambia is entitled to payment only for those services provided and accepted by the University prior to the date such notice is received.

Section 27. Independent Contractor. As to the rights, obligations, and relationships established under this Agreement, each party is an independent contractor of the other. This Agreement shall not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association. This Agreement confirms no power on a party to bind the other party or to assume or create any obligation or responsibility on behalf of the other party or in the other party's name. Each party shall be responsible for hiring, supervising, and compensating its own employees and for withholding taxes and providing benefits, as applicable, for its employees.

Section 28. Force Majeure. Neither party shall be considered in default or breach in the performance of any obligation herein to the extent that such performance is prevented or delayed by fire, flood, strike, war, insurrection, embargo, government requirements, civil or military authority, or other Acts of God and similar events beyond the reasonable control of that party. The affected party shall take all reasonable action to minimize the effects of any such event.

Section 29. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Escambia and the University. Except as may be specifically set forth herein, nothing in this Agreement shall confer any right, remedy, or obligation upon any individual or entity other than the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated Interlocal Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA:

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

UNIVERSITY OF WEST FLORIDA:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-23-2020

By: _____
Betsy Bowers

Title: Vice President, Finance and Administration

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18296 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/06/2020
Issue: Schedule a Public Hearing to Consider the Vacation of the Alleyway Located in Block 28 of Englewood Heights
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of the Alleyway Located in Block 28 of Englewood Heights - Joy Jones, P.E., Engineering Department Director

That the Board schedule a Public Hearing for September 3, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block 28 of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.:

A. Authorize the scheduling of a Public Hearing for September 3, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block 28 of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.; and

B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

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

BACKGROUND:

The Petitioner has designed plans for the construction of tennis courts on the property that they own west of Pensacola High School. Approval of this Petition to Vacate will allow the Petitioner's property to be one continuous property for the development of the new tennis courts and parking area, with the exception of 2303 North "D" Street, which the School Board is trying to purchase.

County staff have reviewed this request and have no concerns.

The utility companies have been notified. There are no objections nor facilities in the area outlined by the Petition to Vacate.

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 1,500 feet will be notified.

Attachments

Petition to Vacate_Englewood Heights

Aerial Map_Englewood Heights

Site Plan_Englewood Heights

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

A 20' wide X 300' long alleyway located in Block 28 of Englewood Heights.

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), The School District of Escambia County 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:

A 20' wide X 300' long alleyway located between North "D" Street and North "E" Street, Block 28 of Englewood Heights, recorded in Deed Book 59, Page 107 of the Official Records of Escambia County.

2. That the Petitioner(s), The School District of Escambia County 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) 18 Township 2 South Range 30 West and recorded in Deed Book 59, Page 107 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.

The School District of Escambia County
Petitioner(s) Name

75 N. Pace Boulevard
Street Address

Pensacola FL
City State

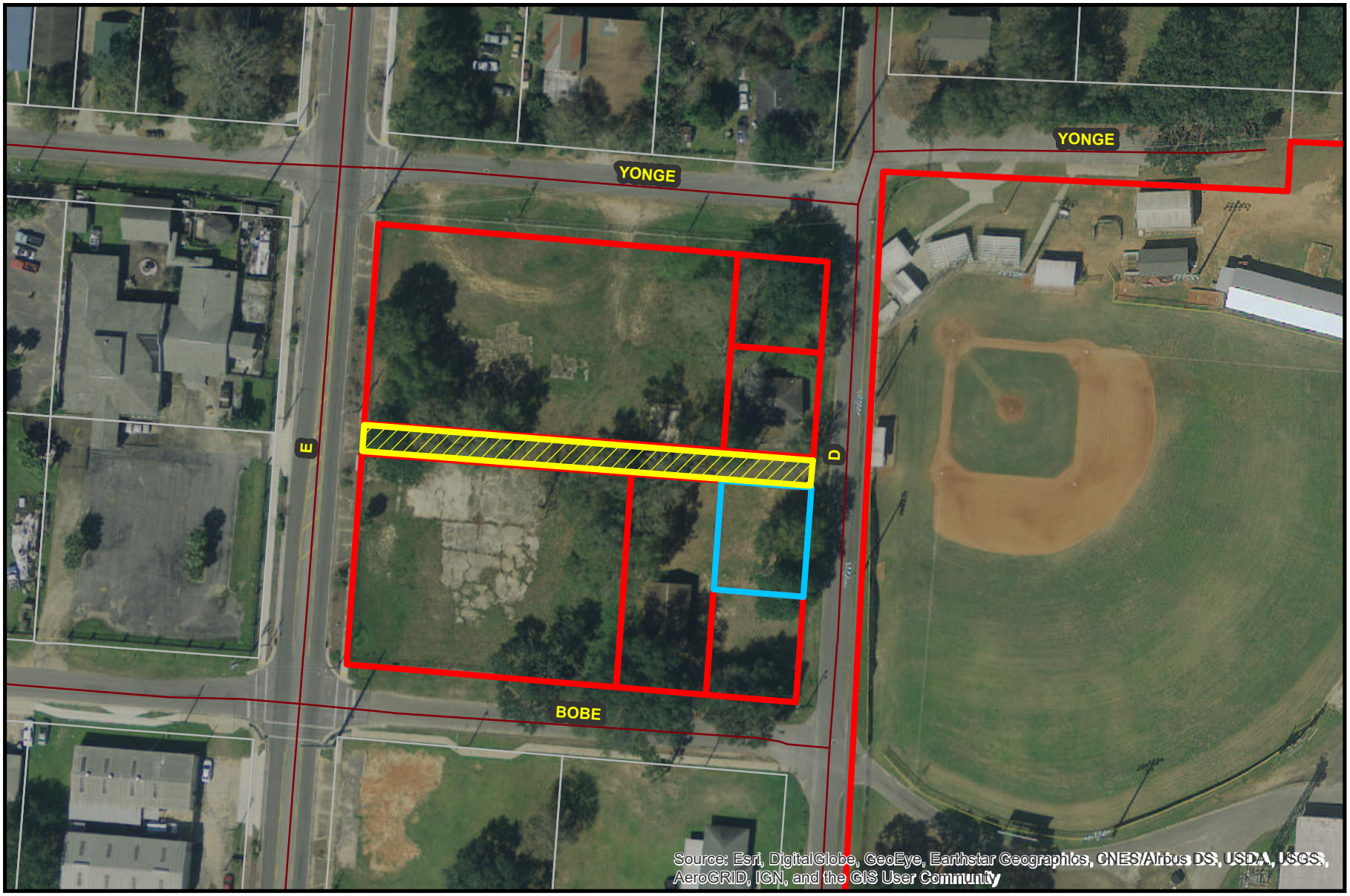
(850) 469-5669
Phone Number

Nicholas King, PE
Agent's Name

(850) 471-9005
Agent's Phone Number

6/10/2020
Date:

REQUEST TO VACATE: The Alleyway in Block 28 of Englewood Heights
Petitioner: The School District of Escambia County
Agent: Nicholas King



ESCAMBIA COUNTY
FACILITIES MANAGEMENT
DEPARTMENT

MLW 7/22/2020 DISTRICT 3

N

2016
Aerial Photo

Petitioner's Property

Requested Vacation Area

2303 North D Street

TREE SCHEDULE

Point	Diameter in Inches	Type Tree	1/2 Spread in Feet	STATUS
264	25	Oak	25	REMAIN
1167	57	Oak	45	REMAIN
1441	74	Oak	40	REMAIN
1486	27 Twin	Oak	15	REMAIN
1487	19	Crepe myrtle	5	REMAIN
1488	38	Oak	25	REMAIN
1489	32	Magnolia	25	REMAIN
1490	19	Oak	15	REMAIN
1491	17	Oak	20	REMOVE
1492	14	Oak	15	REMOVE
1493	19	Sycamore	15	REMOVE
1494	24	Oak	25	REMOVE
1495	42	Oak	25	REMOVE
1496	36	Oak	30	REMOVE
1497	36	Oak	25	REMOVE
1498	27	Oak	20	REMAIN
1499	52	Oak	35	REMAIN
1655	11	Oak	15	REMOVE
1656	39	Oak	35	REMOVE
1657	19	Sycamore	15	REMOVE
1658	40	Oak	35	REMOVE
1659	25	Sycamore	20	REMOVE
1660	11	Sycamore	10	REMOVE
1661	15	Sycamore	20	REMOVE
1662	15	Oak	15	REMAIN
1663	16	Oak	25	REMAIN
1664	27	Oak	30	REMAIN
1665	38 Twin	Sycamore	25	REMAIN
1666	19	Sycamore	20	REMAIN
1667	16	Palm	10	REMAIN ⊛
1668	19	Palm	10	REMAIN ⊛
1669	29	Oak	25	REMOVE
1670	24	Oak	20	REMOVE
1671	29	Oak	20	REMOVE
1672	21	Oak	20	REMOVE
1673	24	Oak	20	REMOVE
1883	5	Crepe myrtle	10	REMAIN
1891	4	Crepe myrtle	5	REMAIN
1895	4	Crepe myrtle	5	REMAIN
1900	4	Crepe myrtle	5	REMAIN
1982	14	Sycamore	15	REMOVE
1993	14	Oak	20	REMOVE

⊛ NOT PROTECTED

REMOVED TREES TOTAL DIAMETER (DBH) = 503"
MINIMUM REQUIRED REPLACEMENT (50%) = 252"
REPLACEMENT LIMIT 25 CALIPER INCHES/ACRE =
25x2.07 ACRE = **52 CALIPER INCHES REQUIRED**

LANDSCAPE NOTES:

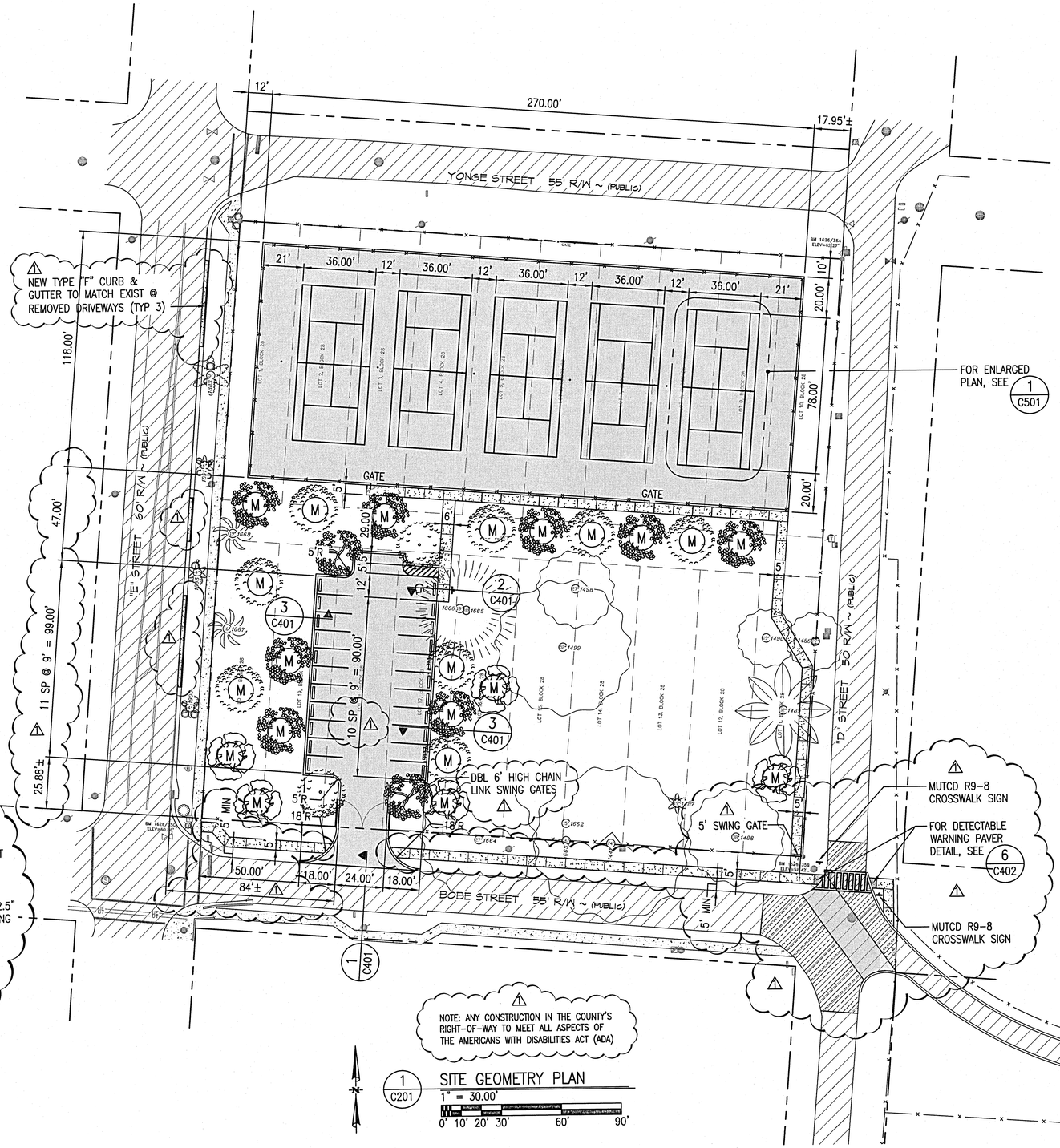
1. ALL REQUIRED TREES SHALL HAVE A TRUNK(S) THAT IS EXPECTED TO BE MAINTAINED IN A CLEAN CONDITION CLEAR OF LATERAL WOODY GROWTH OF FIVE (5) FEET OR GREATER.

MAGNOLIA (OR APPROVED EQUAL) — LIVE OAK (OR APPROVED EQUAL) — DOGWOOD (OR APPROVED EQUAL)

PROPOSED CANOPY TREE: TREE SHALL ATTAIN A MATURE HEIGHT OF AT LEAST 20 FEET

PROPOSED MITIGATION TREE: NATIVE CANOPY, 2.5" DBH AT TIME OF PLANTING W/ 40% DIVERSITY

MITIGATION TREES	
REQUIRED	PROVIDED
52 CALIPER INCHES	21 @ 2.5" DBH



NO.	DATE	REVISIONS
1	02-11-20	ADDENDUM NO. 2
2	04-15-20	REVISION 1

THIS DRAWING IS THE PROPERTY OF KENNETH HORNE & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART OR USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

NICHOLAS R. KING LICENSE No. 71915 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 N. 9TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 info@kh-a.com FAX (850) 471-0093
FL. CERTIFICATE OF AUTHORIZATION NO. 8268

PENSACOLA HIGH SCHOOL
TENNIS COURTS
SITE GEOMETRY PLAN
ESCAMBIA FLORIDA

DRAWN BY:	R. TILLMAN
DESIGNED BY:	N. KING
CHECKED BY:	N. KING
DATE:	JAN 2020
SCALE:	AS NOTED
NOT FOR CONSTRUCTION BY:	DATE:

PROJECT NO: 2018-36
C201
SHEET: 4 OF 8

S:\2018 Projects\2018-36 PHS TENNIS\DWGS\CIVIL\2018-36_C2XX-TENNIS.dwg, May 13, 2020 - 10:31:46AM, richard

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18245 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract Award for SHIP Housing Rehabilitation Services for 7750 Fiesta Road
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 7750 Fiesta Road - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Program Housing Rehabilitation Services for 7750 Fiesta Road:

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 Miranda Yelder, Owner; per the terms and conditions of NED S-R-2020-10, NED SHIP Housing Repair for 7750 Fiesta Road, for a bid of $29,000; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
David H. Griffin Enterprises, LLC	Fund 120/2020 SHIP, Cost Center 370207	$29,000	NED-S-R-2020-10

BACKGROUND:

An Invitation to Bid for project NED S-R-2020-10, NED SHIP Housing Repair for 7750 Fiesta Road was published on Vendor Registry on June 19, 2020 (Exhibit I), and accessed by 86 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on June 26, 2020, at the property, which was attended by

five firms. Sealed bid was received from one firm by the July 3, 2020 deadline, with bids opened on July 6, 2020. David H. Griffin Enterprises, LLC, was the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the bid total of $29,000.

Repairs for this property will include replacement of water supply lines; installation of new plumbing fixtures; complete electrical rewire to include addition of smoke and carbon monoxide detectors, GFI receptacles, and lighting fixtures; installation of vented range hood; installation of bathroom ventilation; installation of new windows in bedrooms to meet egress requirements; replacement of two exterior doors; and associated interior sheetrock work due to code upgrades.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
David H. Griffin Enterprises, LLC	Fund 120/2020 SHIP, Cost Center 370207	$29,000	NED-S-R-2020-10

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP program requirements and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 7750 Fiesta

Ex II-Bid Tabulation 7750 Fiesta

Ex III-SHIP Agreement 7750 Fiesta

EXHIBIT I

VendorRegistry

Expired Solicitation

Details for expired solicitation

Solicitation Details | Notify | Recruit | Pre-Solicitation Sign-up

Add Note | Questions | Submissions | Analytics

Set to 'In Review' | Set to 'Awarded' | Set to 'Cancelled' | Set to 'No Submission' | Reopen

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED S-R-2020-10

Solicitation Request: NED SHIP HOUSING REPAIR FOR 7750 FIESTA ROAD

Deadline: 7/3/2020 12:00 PM (Central Daylight Time)

Pre-Bid Meeting-Date: 6/26/2020 8:30 AM

Pre-Bid Meeting-Details: A mandatory pre-bid meeting will be held at the project site located at 7750 Fiesta Road on June 26 at 8:30am.

Description:

NED SHIP housing rehabilitation project for Miranda Y Yelder located at 7750 Fiesta Road, Pensacola, Florida 32534.

Repairs include electrical, plumbing, egress with windows and doors.

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Remodeling and Alteration Services
- Home Construction, Single Family
- Painting, Maintenance and Repair Services, Including Caulking

Products and Services:

- Home Construction, Single Family

COPY

- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments
- Painting, Maintenance And Repair Services, Including Caulking
- Remodeling And Alteration Services

Documents:

- SHIP Housing Repair Specs-Miranda Yelder.pdf
- Pre-bid 7750 fiesta.pdf

Notified Vendors:

- 6/19/2020 - 850 Paint Pro (rick850@gmail.com)
- 6/19/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 6/19/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 6/19/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 6/19/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 6/19/2020 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 6/19/2020 - B2W Home Repair (b2wrepair@gmail.com)
- 6/19/2020 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 6/19/2020 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 6/19/2020 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 6/19/2020 - Belfor Group USA (chris.thornhill@us.belfor.com)
- 6/19/2020 - Bill Smith Electric (derek@billsmithelectric.com)
- 6/19/2020 - Bill walther construction (billwaltherconstruction@gmail.com)
- 6/19/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 6/19/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 6/19/2020 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 6/19/2020 - Chris Perritt LLC (chrp4x4@aol.com)
- 6/19/2020 - Citrus Sandblast (brandon@citrussandblast.com)
- 6/19/2020 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 6/19/2020 - Construction Bid Source (chin@constructionbidsource.com)
- 6/19/2020 - Construction Journal (bids@thecj.com)
- 6/19/2020 - Corporate vision inc (corpvisioninc@gmail.com)
- 6/19/2020 - Crucible Construction, LLC (govbid@crucibleconstruction.com)
- 6/19/2020 - Curley Construction of NW FL Inc (c2144@cox.net)
- 6/19/2020 - D & K Concrete construction (dkconcrete24@gmail.com)
- 6/19/2020 - D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 6/19/2020 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 6/19/2020 - Design Home Builders, Inc. (tony234@bellsouth.net)
- 6/19/2020 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 6/19/2020 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 6/19/2020 - Duggins Services, Inc (asmith@dugginsservices.com)
- 6/19/2020 - Duggins Services, Inc (sales@dugginsservices.com)

COPY COPY TO CONTRACT COPY TO BID EVALUATION

- 6/19/2020 - E. O. Koch Construction Co. (mike@eokoch.com)
- 6/19/2020 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 6/19/2020 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 6/19/2020 - empire builders (mike@empirebuildersgroup.com)
- 6/19/2020 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 6/19/2020 - Emry Construction LLC (emryconstruction@gmail.com)
- 6/19/2020 - English Brothers (sitoenglish@yahoo.com)
- 6/19/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 6/19/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 6/19/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 6/19/2020 - Grand Service Company, LLC. (markg7149@gmail.com)
- 6/19/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 6/19/2020 - Greenhut Construction (randy@greenhut.com)
- 6/19/2020 - Homes By Vets (eric@homesbyvets.com)
- 6/19/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 6/19/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 6/19/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 6/19/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 6/19/2020 - iSqFt (content@constructconnect.com)
- 6/19/2020 - iSqFt (kosborn@isqft.com)
- 6/19/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 6/19/2020 - J&E Construction (may@jeconstruct.com)
- 6/19/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 6/19/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 6/19/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 6/19/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 6/19/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 6/19/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 6/19/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 6/19/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 6/19/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 6/19/2020 - MCDELT LLC (nisbez@me.com)
- 6/19/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 6/19/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 6/19/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 6/19/2020 - MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 6/19/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 6/19/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 6/19/2020 - Olvera Company (mike@olveracompany.com)
- 6/19/2020 - Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 6/19/2020 - ParsCo, LLC (amir@pars-co.net)
- 6/19/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)

COPY COPY TO CONTRACT COPY TO BID EVALUATION

- 6/19/2020 - Pat's Pump & Blower (patspump@aol.com)
- 6/19/2020 - Preemptive Strike Environmental Inspections (inspector@prestrikenow.com)
- 6/19/2020 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 6/19/2020 - Reasor Building Group (matt.hall@rbg8a.com)
- 6/19/2020 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 6/19/2020 - Renaissance BCI (jack@renaissance-bci.com)
- 6/19/2020 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 6/19/2020 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 6/19/2020 - Rianco Inc (rianco.inc@gmail.com)
- 6/19/2020 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 6/19/2020 - Rowe Roofing (cole@roweroofing.com)
- 6/19/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
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Online Submissions: (1)

Additions:

Addition 1: In Review

Posted: 7/6/2020

Description:
Contract Award to be considered at 08/06/20 BCC meeting

Documents:

- Bid Tab template 7750 Fiesta.pdf

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EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 07/06/20
Bid Opening Time: 1:30 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-10
Solicitation Name: NED CDBG Housing Repair for 7750 Fiesta Road

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
David Griffin H. Enterprises LLC	$29,000.00	N/A	N/A	$29,000.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Sean Webster, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to David H Griffin Enterprises, LLC for the base bid of $29,000.00.

Status: Under Review
BCC Meeting Date: 08/06/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Miranda Yelder (hereinafter referred to as "Owner"), and David H. Griffin Enterprises, LLC (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") for the purpose of implementing a State Housing Initiatives Partnership ("SHIP") Program Project.

W I T N E S S E T H:

WHEREAS, the County has been awarded State Housing Initiatives Partnership ("SHIP") Program Grant, CSFA #40.901, which provides for the development, establishment and administration of projects to meet the unmet housing needs of low and moderate income citizens of Escambia County; and

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 7750 Fiesta Road, Pensacola, FL 32534 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to

pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $ 29,000.00 (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

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 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 Documents, 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 County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a “punch list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the performance 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 limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. 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 County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence

from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Contract Documents. Contractor shall maintain at the Project site one copy of all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County. Said documents shall be maintained in good order and annotated to show all changes made during the course of the Project.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an

increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the

Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or

damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. **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, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall

remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither Contractor nor Owner shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one (1) calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power 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.

Pursuant to §489.1425 (1), Florida Statute, 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
2601 Blair Stone Road
Tallahassee, FL 32399-2215
(850) 487-1395

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration and Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all

such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary to perform 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 Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor or Owner without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Miranda Yelder	David H. Griffin Enterprises, LLC
Neighborhood Enterprise Division	7750 Fiesta Road	2176 Bumpy Road
221 Palafox Place, Suite 200	Pensacola, FL 32534	Cantonment, FL 32533
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 Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, David H. Griffin Enterprises, LLC 2176 Bumpy Rd Cantonment, FL 32533	**Name, Address, City, State, Zip:** Miranda Yelder 7750 Fiesta Road Pensacola, FL 32534
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid Opening: 7/6/20	**Date of Acceptance:** 8/6/20

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-15-2020

EXHIBIT A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Miranda Y. Yelder	**JOB #:**	NED S-R-2020-10
ADDRESS:	7750 Fiesta Road	**DATE PREPARED:**	06/11/20
	Pensacola Florida, 32534	**OPENING DATE:**	06/19/20
PHONE:	850-449-4526	**CLOSING DATE:**	07/03/20
		CLOSING TIME:	12:00 noon

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

CONTRACTOR'S SIGNATURE

TITLE

FIRM

FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: Plumbing, Electrical, Mechanical, Windows and Doors

All measurements are for reference only and should be confirmed by the bidder

<u>Mandatory on Site</u> Pre-Bid Conference: Friday, June 26, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Complete and submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor, bid price, and itemized pricing. Bid submissions will be accepted online via Vendor Registry. NO email or fax submissions will be accepted. All bids must be received by the published deadline.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids $25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job.

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

Completion of Write-Up
Inspection/Sign-off by Building Inspections and/or Health Department
Acceptance by the Homeowner (Homeowner’s Release & Warranty)
Warranty Paper provided to the Homeowner
Premises free from all construction debris
Submission of RRP Checklist Form & Contractor’s Final Affidavit
Original Invoice from Contractor
Surety’s Consent to Final Payment if applicable

COMPLETION DATE

There is a THIRTY (30) day time limit on each rehabilitation job. For every day worked in excess of the THIRTY day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

SHIP Housing Repair Program Specifications
Miranda Y. Yelder
Pensacola, FL 32534

GENERAL:
▪ The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.
▪ There is no Federal Funding on this project.

PLUMBING:
Replace fresh water supply lines going to fixtures and appliances, also to include two ¼ turn sill cocks on exterior of home as required as per Escambia County Code.
Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe.
Install new washer box as per Escambia County Code.
Install new ice maker line and box as per Escambia County Code.
Install 2 new Delta vanity sink faucets with pop up drain model 520-SSMPU-DST or equivalent.
Install 1 new Delta shower/tub faucet with valve model T13420-SS or equivalent with retro fit plate.
Install 1 new Delta shower faucet and valve model T13220-SS or equivalent.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install a new double bowl stainless steel sink with minimum 7” deep bowls.
Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilets, vanities, and kitchen sink.
Repair drain at kitchen; this may require breaking of the slab and removal and re-installation of the sink cabinet and tops.
Repair slab, block work and drywall as required.
Repair ceramic shower wall at faucet in back bath.

ELECTRICAL:
Remove existing aluminum wiring and metal boxes. Re-wire house as required to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.
A new meter base/power pack and riser may be required. A new breaker panel will be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke/co2 detectors shall be hardwired with battery back-up as required per Escambia County Code.
All receptacles, switches and cover plates shall be new devices.
All existing and new appliances will have new pigtails installed to match new outlets.
Unit shall have 2 exterior outlets, one on front and one on the back, consult homeowner for location. Storage area will require additional outlets to accommodate a freezer and a refrigerator.

Lighting Schedule is as follows, note that replacement fixtures are listed per area and remaining fixtures are to be reset in existing locations.
Bedrooms, Hampton Bay Glendale ceiling fan model AM212ORB.
Storage and laundry, Hampton Bay FZP8012A.
Hallway (front), Hampton Bay model FZP8012A.
Bathrooms, Volume Lighting model V1124-79.
Exterior entries, Newport Coastal model 7974-01B.
Exterior, 2 two bulb flood lights in existing locations on the east elevation.
In each light fixture install 60-watt equivalent led light bulbs.
Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where there are existing fans. If there are not any existing fans, the above-mentioned blocking and switches are to be installed in all bedrooms and living room.
Install a new doorbell with a new button at front door.

MECHANICAL:
Install a new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified in back bathroom vented to the atmosphere as per Escambia County code.
Install a new Broan 40000 series vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.
Install a new dryer exhaust vented to the atmosphere as per Escambia County code.

WINDOWS AND EXTERIOR DOORS:
Windows in the bedrooms are to meet egress requirements as per Escambia County Code.
The egress window openings may require modifications that will include but not limited to opening size, drywall repair, masonry repairs with interior and exterior trim work.
Install new vinyl insulated (double glazed) sliding glass door unit complete with trim, low-e glass, screen and required hardware.
Replace laundry/storage room door with an outswing metal clad insulated 6 panel colonial door unit with no rot jambs, threshold, weather stripping and trim.
Replace south entry door unit with hurricane rated metal clad insulated 6 panel colonial door unit with no rot jambs, threshold, weather stripping and trim.
Install new dead bolt and lock sets that is keyed alike on new exterior door units.
Paint exterior of new door units and any new exterior trim work.

INTERIOR WALLS:
Repair all drywall surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

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 this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

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

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

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, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** 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 the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18332 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Coronavirus Relief Fund Subrecipient Agreement with Florida Housing Finance Corporation
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Coronavirus Relief Fund Subrecipient Agreement with Florida Housing Finance Corporation - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Coronavirus Relief Fund Subrecipient Agreement with Florida Housing Finance Corporation:

A. Authorize the Chairman to sign the Coronavirus Relief Fund (CRF) Subrecipient Agreement with Florida Housing Finance Corporation in order to receive $903,834 in CRF funds;

B. Authorize the Chairman or County Administrator to sign any subsequent Amendments to the Agreement as required;

C. Approve the general activities of rent, mortgage, and utility assistance and emergency repair assistance in response to the COVID-19 pandemic as permitted under the funds; and

D. Authorize the County Administrator and/or Project Administrator, as appropriate, to execute documents relating to implementation and completion of the Agreement.

[Funding: Fund 110/CARES-CRF-FHFC Housing, Cost Center 370239]

BACKGROUND:

As part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the County will receive $903,834 in Coronavirus Relief Funds (CRF) from Florida Housing Finance Corporation (FHFC). FHFC is distributing the funds to State Housing Initiatives Partnership (SHIP) Program eligible local governments. Funds must be used specifically to assist housing needs of residents impacted by COVID-19 with incomes at or below 120% of area median income, to include rent, mortgage, and utility assistance, as well as emergency housing repairs. All funds must be expended by December 30, 2020. At least $155,459 of the funding must be utilized for households within the City of Pensacola limits.

BUDGETARY IMPACT:

The CRF allocation is $903,834. A separate Budget Amendment is being provided to the Board to recognize and appropriate funds. Funds will be advanced from the State after submission of the Subrecipient Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Subrecipient Agreement has been reviewed and approved by Alison Rogers, County Attorney.

PERSONNEL:

Activities undertaken with this funding will be overseen by Neighborhood & Human Services Department staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Implementation of the CRF Agreement will be managed by the Neighborhood & Human Services Department/Neighborhood Enterprise Division (NED), including support from the City of Pensacola Housing Department.

Attachments

FHFC CRF Agreement

CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

WHEREAS, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

B. Definitions:

1. "Administrative Expenditures" means funds, not to exceed 10% of the allocation, expended by Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.

2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..

3. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent,

safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.

5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.

6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.

7. "Expended" means the affordable housing activity is complete.

8. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds.

9. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.

10. "Sub-Grantee" means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: $903,834, of which $155,459 must be used in the City of Pensacola.

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount In Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.
3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund

or a pooled account where CRF funds are clearly designated.

4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
   a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.

   b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.

   c. CRF funds may be used for the following pre-approved program purposes or activities:
      i. Rental assistance payments (including back rent, deposits and utility payments);
      ii. Mortgage payments and buydowns;
      iii. Emergency repair of housing;
      iv. Assistance to homeowners to pay insurance deductibles;
      v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
      vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
      vii. Homeownership counseling.

      All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.

5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.

6. Advertisement of Availability of Funds: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
   a. The amount of funds projected to be received from the state for the fiscal year(s).
   b. The beginning and ending date of the application period;
   c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);

7. Repayments:
   a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only

expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.

b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.

c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.

d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.

f. The Subrecipient's obligations under this section will survive the termination of the Agreement.

8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than $750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.

a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.

b. At a minimum, an application for program assistance should contain the following items for each household members:

i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;

ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;

iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.

iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

E. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:

1. Security and utility deposit assistance to secure temporary or permanent rental housing; or

2. Eviction prevention not to exceed 10 months' rent; or

3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or

F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.

G. Income Categories: All households assisted must be at or below 120% of the area median income.

H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.

I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.

J. Program Compliance

1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
   a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
   b. Record and File Retention: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
      i. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.

ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.

iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.

iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Subrecipient must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:

1) applications;
2) program and set-aside records;
3) housing agreements;
4) income verifications and
5) other records as required by Florida Housing or federal, state and local law or regulations.

v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.

c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.

2. <u>Files Management and Record Retention relating to Subrecipient and Administration of this Agreement</u>:

a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.

b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

c. Record and File Retention: Subrecipient must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
e. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.

3. Compliance Monitoring: Subrecipient must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Subrecipient:
   a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
   b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
      i. Proof of income compliance;
      ii. Proof of homeownership;
      iii. Proof of use of FEMA proceeds;
      iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
      v. Documentation of any required remediation;
      vi. Certificate of Occupancy;
      vii. Placed in Service documentation;
      viii. Proof of contract or eligibility;
      ix. Documentation of payments made on the award; and
      x. Documentation of the value/sales price of the unit, as applicable.

4. Cooperation with Inspector General: Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

5. Technical Assistance: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.

6. Program Income: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.

7. Recaptured Funds: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:
Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:
Robert Dearduff, Assistant Director of Special Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org
or the designated successor.

3. The Grantee's contract administrator for this Contract is:
Meredith Reeves, SHIP Administrator
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: 850.595.0022 x.3
E-mail: mareeves@myescambia.com
or the designated successor.

L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

    a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;

e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If Subrecipient commits fraud in the performance of its obligations under this Contract; or

i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

   a. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

   b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

   c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or

the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.

2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.

3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.

2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.

4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.

6. Lobbying: In accordance with Section 216.347, Fla. Stat., Subrecipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Subrecipient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this contract, contact the Corporation Clerk at:
Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

8. Personally Identifiable Information (PII); Security:
   a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
   b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees,

judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:
   a. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
   b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
   c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
   d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement Number 050-2020, each through a duly authorized representative, effective on the Effective Date.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name/Title: Steven Barry, Chairman

Date: _____

FEIN: 59-6000598

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/20/2020

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18283 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following August 6, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Property Owner; and

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Michelle S. Johnson	633 Lakewood Road	151	Barrancas-370116	Replacement Roof	$3,625

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of the project is provided.

On August 6, 2020, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Michelle S. Johnson	633 Lakewood Road	151	Barrancas-370116	Replacement Roof	$3,625

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Johnson 633 Lakewood Road

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **6th** day of **August 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Michelle S. Johnson** (the "Recipient"), owner of residential property located at **633 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,625**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,625** which shall be comprised of a cash contribution of **$3,625**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **6th** day of **August 2020**, and the Project shall be complete on or before the **6th** day of **November 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Michelle S. Johnson
633 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Michelle S. Johnson
Michelle S. Johnson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 1st day of July, 2020 by Michelle S. Johnson, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 5-25-25 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/1/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Michelle S. Johnson**
Property Address: **633 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Michelle S. Johnson	**633 Lakewood Road**	**59-2S-30-1000-009-005**
A married woman	**Pensacola, FL 32507**	

Total Amount of Lien **$3,625**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Michelle S. Johnson

Michelle S. Johnson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 1st day of July, 2020 by Michelle S. Johnson, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 5-25-25 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: J. Walker
Date: 7/1/20

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 6/19/2020)



Replacement Roof

633 Lakewood Road – Michelle S. Johnson

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18282 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Cancellation of Residential Rehab Grant Program Liens
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following August 6, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Lavanda Jean Walden	220 Betty Road	$4,462
Ronald F. and Joan P. Olmstead	17 Audusson Avenue	$4,133
Gary S. Holloway	6612 Flagler Drive	$2,950
Bert Thomas and Helen S. Black	6226 Vicksburg Drive	$6,000
James B. and Jill S. Amos	9016 Chemstrand Road	$4,347

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

Property Owners	Address	Amount
Lavanda Jean Walden	220 Betty Road	$4,462
Ronald F. and Joan P. Olmstead	17 Audusson Avenue	$4,133
Gary S. Holloway	6612 Flagler Drive	$2,950
Bert Thomas and Helen S. Black	6226 Vicksburg Drive	$6,000
James B. and Jill S. Amos	9016 Chemstrand Road	$4,347

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_Walden, Lavanda Jean
Lien CX_Olmstead
Lien CX_Holloway
Lien CX_Black
Lien CX_Amos

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,462** executed by **Lavada Jean Walden**, and recorded in Official Record Book **8133** at page **1924** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 6/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

2/7/2019 CARII-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019063756 7/23/2019 9:36 AM
OFF REC BK: 8133 PG: 1924 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lavada Jean Walden	**220 Betty Road Pensacola, FL 32507**	**59-2S-30-5012-023-032**

Verified By: [signature] Date: 2/13/19

Total Amount of Lien **$4,462**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lavada Jean Walden

Lavada Jean Walden, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of January, 2019 by Lavada Jean Walden, Property Owner. She (__) is personally known to me or (✓) has produced FLDL exp. 6.29.26 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 1/8/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

Lavada Jean Walden

220 Betty Road

Replacement Roof

Project Total $8,924

Grant Total $4,462



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,133** executed by **Ronald F. and Joan P. Olmstead**, and recorded in Official Record Book **8133** at page **1926** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/1/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
2/7/2019 CA#II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019063757 7/23/2019 9:36 AM
OFF REC BK: 8133 PG: 1926 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ronald F. and Joan P. Olmstead	**17 Audusson Avenue Pensacola, FL 32507**	**59-2S-30-1000-011-019**

Total Amount of Lien **$4,133**

Verified By: Date: 2/13/19

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient's:

Ronald F Olmstead

Ronald F. Olmstead, Property Owner

Joan P. Olmstead

Joan P. Olmstead, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2ND day of January, 2018 by Ronald F. Olmstead, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 9-26-23 as identification.

The foregoing instrument was acknowledged before me this 2ND day of January, 2018 by Joan P. Olmstead, Property Owner. He (__) is personally known to me or (✓) has produced FL ID exp. 10-3-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: Lumon J May
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 12/13/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

Ronald F. and Joan P. Olmstead

17 Audusson Avenue

Replacement Roof and Replacement Windows

Project Total $8,265

Grant Total $4,132



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,950** executed by **Gary S. Holloway**, and recorded in Official Record Book **8123** at page **732** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/6/2019 CA#II-10

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019058007 7/3/2019 4:06 PM
OFF REC BK: 8123 PG: 732 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Gary S. Holloway	**6612 Flagler Drive**	**21-2S-30-1125-000-051**
A single man	**Pensacola, FL 32503**	

Verified By: [signature] Date: 6/16/19

Total Amount of Lien **$2,950**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary S Holloway

Gary S. Holloway, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of May, 2019 by Gary S. Holloway, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 5-17-27 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 6/7/2019

BCC Approved: 6/6/2019

Approved as to form and legal sufficiency.
By/Title: K Hunsaca
Date: 5/7/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Oakfield District

Gary Holloway

6612 Flagler Drive

Replacement Roof

Project Total $5,900

Grant Total $2,950



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Bert Thomas Black and Helen S. Black**, and recorded in Official Record Book **8133** at page **1928** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 6/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

6/6/2019 CAB II-10

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019063758 7/23/2019 9:36 AM
OFF REC BK: 8133 PG: 1928 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Bert Thomas Black and Helen S. Black Husband and Wife	**6226 Vicksburg Drive Pensacola, FL 32503**	**28-2S-30-4200-170-005**

Total Amount of Lien **$6,000**

Date: 6/10/19 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipients:

Bert Thomas Black

Bert Thomas Black, Property Owner

Helen S. Black

Helen S. Black, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of May, 2019 by Bert Thomas Black, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 4-18-20 as identification.

The foregoing instrument was acknowledged before me this 23rd day of May, 2019 by Helen S. Black, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 4-18-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
FloridaNotaryService.com
(407) 398-0153

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 6/7/2019

BCC Approved: 6/6/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 5/24/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Oakfield District

Bert T. and Helen S. Black

6226 Vicksburg Drive

Replacement Roof

Project Total $12,000

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,347** executed by **James B. and Jill S. Amos**, and recorded in Official Record Book **8123** at page **730** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/2/2019 Case II-13

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019058006 7/3/2019 4:05 PM
OFF REC BK: 8123 PG: 730 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James B. and Jill S. Amos	**9016 Chemstrand Road Pensacola, FL 32514**	**12-1S-30-4101-009-003**

Total Amount of Lien **$4,347**

Verified By: [signature] Date: 5/1/2019

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James B. Amos, Property Owner

Jill S. Amos, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of April, 2019 by James B. Amos, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of April, 2019 by Jill S. Amos, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 5/2/2019

BCC Approved: 5/2/2019

Approved as to form and legal sufficiency.

By/Title:
Date: 4/3/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Ensley District

James B. and Jill S. Amos

9016 Chemstrand Road

Replacement Windows and Storm Shutters

Project Total $8,695

Grant Total $4,347



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18270 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Change Order Number 1 to Purchase Order 200909 to Blue Arbor, Inc.
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Blue Arbor, Inc., for Community Center Workers - Clara Long, Neighborhood & Human Services Director

That the Board approve and authorize the County Administrator to execute Change Order #1 to Blue Arbor, Inc., for additional funds for NHS Brownsville and Ebonwood Community Center workers:

DEPARTMENT	NEIGHBORHOOD & HUMAN SERVICES
DIVISION	COMMUNITY CENTERS
TYPE-CHANGE ORDER	ADDITION
AMOUNT	$20,000
VENDOR	BLUE ARBOR, INC.
PROJECT NUMBER	19NH0389
CONTRACT NUMBER	PD 17-18.055
PURCHASE ORDER#	200909
ORIGINAL AWARD AMOUNT	$45,000
CHANGE ORDER #1	$20,000
TOTAL	$65,000

BACKGROUND:

On November 7, 2019, the Board authorized the issuance of Purchase Orders to Blue Arbor, Inc., at the original award amout of $45,000.

Due to COVID-19, the County's Neighborhood and Human Services Department provided feeding resources distribution when schools closed down and opened the centers to support the Summer Youth Employment Program and Summer Camp Programs, in keeping with the CDC guidelines and social distancing.

With new measures being implemented to both Brownsville and Ebonwood Centers as well as being the distribution sites to issue face masks, NHS had to hire additional Blue Arbor workers for both community centers.

BUDGETARY IMPACT:

Funds are available in Fund 353, NHS Community Centers, Cost Center 370107, LOST IV.

DEPARTMENT	NEIGHBORHOOD & HUMAN SERVICES
DIVISION	COMMUNITY CENTERS
TYPE-CHANGE ORDER	ADDITION
AMOUNT	$20,000
VENDOR	BLUE ARBOR, INC.
PROJECT NUMBER	19NH0389
CONTRACT NUMBER	PD 17-18.055
PURCHASE ORDER#	200909
ORIGINAL AWARD AMOUNT	$45,000
CHANGE ORDER #1	$20,000
TOTAL	$65,000

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration needed.

PERSONNEL:

NHS staff will implement this Program.

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

CO#1_PO200909_BACKUPDOCS

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Office of Purchasing

Change Order Request – Purchasing Order / Release Order / Contract

Effective Date: 05/04/2020 Supersedes Date: 08/21/2000

Vendor Code: 023818 Vendor Name: BLUE ARBOR

Project (PD) Number: 17-18.055/19NH0389 P.O. #: 200909 C.O. #: 1

Department: NHS Date This Form Was Completed: 07/16/2020

Notes for Modifying the Scope of Award:

THIS CO IS NEEDED TO COVER EXPENSES FOR THE REMAINDER OF THE FISCAL YEAR FOR ADDITIONAL BLUE ARBOR WORKERS NEEDED AT BROWNSVILLE AND EBONWOOD COMMUNITY CENTERS DUE TO CDC GUIDELINES FOR AFTER-SCHOOL AND SUMMER CAMPER PROGRAMS.
BCC APPROVED NOVEMBER 7, 2019
PREVIOUS PO TOTAL DOLLARS: $45,000
NET DOLLARS ADDED : $20,000
NEW TOTAL PO DOLLARS: $65,000

To Modify the Existing Purchase Order:

Adding Dollars to Line Item #: 1 Quantity Adjustment: _____ Amount: $ 20,000.00

Deleting Dollars from Line Item #: _____ Quantity Adjustment: _____ Amount: _____

Adding Dollars to Line Item #: _____ Quantity Adjustment: _____ Amount: _____

Deleting Dollars from Line Item #: _____ Quantity Adjustment: _____ Amount: _____

Modify Notes: Date of BCC Action: _____ **Attach Résumé:** _____

Previous **Purchase Order** Total Dollars	Net Dollars Added or Subtracted	**New Total Dollars for Purchase Order**
$ 45,000.00	$ 20,000.00	$ 65,000.00

Previous **Contract** Total Dollars:	Net Dollars Added or Subtracted	**New Total Dollars for Contract**
$	$	$

Modifying Cost Center(s), Object Code(s)/Account(s) and Project Number(s):

Cost Center	Object Code	Project Number	+/- Change	Dollar Amount
370107	53401	19NH0389	+	$ 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 Payments Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval CLARA LONG Digitally signed by CLARA LONG Date: 2020.07.16 10:52:16 -05'00' Date 07/16/2020

Request Prepared By CLARA LONG Signature CLARA LONG Digitally signed by CLARA LONG Date: 2020.07.16 10:54:00 -05'00' Date 07/16/2020

Office of Purchasing Review Agent: _____ Date: _____ Division Manager _____ Date _____

County Administrator's Approval _____ Date _____

Form F0020

PURCHASE ORDER NO. 200909

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

Copy

VENDOR
023818 FAX: 252-638-5881
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

PDF

SHIP TO
COMMUNITY SERVICES/ADMINISTRATION
ATTN: TONYA GANT
223 PALAFOX PL
PENSACOLA, FL 32502
ATTN:

ORDER DATE: 11/18/19	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 20000788	REQ. DATE: 11/08/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 17-18.055	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR TEMPORARY EMPLOYMENT SERVICES EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY NEIGHBORHOOD AND HUMAN SERVICES DEPARTMENT 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. BCC APPROVED ON NOVEMBER 7, 2019		
01	1.00		PURCHASE ORDER TO PROVIDE TEMPORARY EMPLOYMENT SERVICES AT THE BROWNSVILLE AND EBONWOOD COMMUNITY CENTERS FOR AFTERSCHOOL AND SUMMER YOUTH PROGRAMS PER PD 17-18.055.	45000.0000	45,000.00

Increase $20K to complete Summer Camp Community Coordinating Workers

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370107	53401	45,000.00	19NH0389

PAGE TOTAL $	45,000.00
TOTAL $	45,000.00

PDF Copy

370107

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

INVOICE

Blue Arbor, Inc.
P.O. Box 12780
New Bern, NC 28561
(252)638-3036

BILL TO:
Attention of:
Escambia County - Neighborhood/Human Svc
221 Palafox Place
3rd floor Old Courthouse
Pensacola, FL 32502

REPORTING TO:
Ebonwood Community Center
3511 West Scott St
Pensacola, FL 32502

Please remit payment within the terms listed on the invoice. Thank you.

PO#

DATE	INVOICE NO.	PAGE	ACCOUNT NO.	TERMS:
07/16/2020	178889	1	102992	Net 10 Days

PERIOD	DESCRIPTION & EMPLOYEE	HOURS	RATE	AMOUNT
07/05/20-07/11/20	Benson, Julius Charles	14.00	13.26	$185.64
07/05/20-07/11/20	English, Brenda Faye	25.00	13.26	$331.50
	PAY THIS AMOUNT >		TOTAL	$517.14

INVOICE

Blue Arbor, Inc.
P.O. Box 12780
New Bern, NC 28561
(252)638-3036

BILL TO:
Attention of: clara long
Escambia County - Neighborhood/Human Svc
221 Palafox Place
3rd floor Old Courthouse
Pensacola, FL 32502

REPORTING TO:
Escambia County - Neighborhood/Human Svc
221 Palafox Place
Pensacola, FL 32502

Please remit payment within the terms listed on the invoice. Thank you.

PO# 200909

DATE	INVOICE NO.	PAGE	ACCOUNT NO.	TERMS:
07/16/2020	178892	1	102992	Net 10 Days

PERIOD	DESCRIPTION & EMPLOYEE	HOURS	RATE	AMOUNT
07/05/20-07/11/20	Baker, Tammy M	40.00	19.86	$794.40
07/05/20-07/11/20	Bonner, Breck S	24.00	13.26	$318.24
07/05/20-07/11/20	Conti, Karli Ann	40.00	13.26	$530.40
07/05/20-07/11/20	Padgett, Destinee Jaliyah	40.00	13.26	$530.40

	PAY THIS AMOUNT >	TOTAL	$2,173.44

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18181 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Change Order Number 1 to Purchase Order 200685 to Key Ford LLC
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Key Ford LLC, for the Public Safety Department's EMS Department - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute Change Order #1 to Key Ford LLC, adding funds for the repair and maintenance needs of the EMS fleet vehicles:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	$15,000
Vendor:	Key Ford LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200685
Change Order #:	1
Original Award Amount:	$20,000
Change Order #1 as requested:	$15,000
Total:	$35,000

Due to unexpected repairs, aging EMS Fleet and preventative maintenance needs, additional funds in the amount of $15,000 are needed.

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

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional $15,000 is needed for the repair and maintenance needs of EMS. In order to continue the level of services needed by the Escambia County residents, the additional funds are required. The current Purchase Order funds have been exhausted.

BUDGETARY IMPACT:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	$15,000
Vendor:	Key Ford LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200685
Change Order #:	1
Original Award Amount:	$20,000
Change Order #1 as requested:	$15,000
Total:	$35,000

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO 200685

Change Order Form

PURCHASE ORDER NO. 200685

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
233900 FAX: 850-474-3769
KEY FORD LLC
DBA WORLD FORD PENSACOLA
6397 PENSACOLA BLVD
PENSACOLA FL 32505

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS, 471-6425

ORDER DATE: 10/25/19	BUYER: LAWRENCE GORDON	REQ. NO.: 20000664	REQ. DATE: 10/30/19
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: REPAIR/MAINT PS VEHICLES.	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR WARRANTY REPAIRS AND MAINTENANCE EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY PUBLIC SAFETY EMS IN ITS DAILY OPERATIONS. THE COUNTY SHALL BE CHARGED ACCORDING TO THE APPLICABLE CONRACT PRICE SCHEDULE OR A PREFERRED STATUS WITH THE LOWEST PRICES USUALLY EXTENDED TO MOST FAVORED CUSTOMERS.		
01	1.00	LOT	PO TO SUPPLY WARRANTY REPAIRS TO PUBLIC SAFETY VEHICLES, FOR PERIOD OF 10/01/19 THRU 09/30/20. AUTHORIZED WARRANTY SHOP.	20000.0000	20,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330302	54601	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

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.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Office of Purchasing

Change Order Request – Purchasing Order / Release Order / Contract

Effective Date: 05/04/2020 Supersedes Date: 08/21/2000

Vendor Code: 233900 Vendor Name: Key Ford LLC

Project Number: P.O. #: 200685 C.O. #: 1

Notes for Modifying the Scope of Award:

Additional funds in the amount of $15,00 is needed to support the repair and maintenance needs of EMS Fleet vehicles. All funds have been exhausted and the additional funds are need to maintain continuity for the remainder of the FY

To Modify the Existing Purchase Order:

Adding Dollars to Line Item #: $ 1.00 Quantity Adjustment: Blanket PO Amount: $ 15,000.00

Deleting Dollars from Line Item #: Quantity Adjustment: Amount:

Adding Dollars to Line Item #: Quantity Adjustment: Amount:

Deleting Dollars from Line Item #: Quantity Adjustment: Amount:

Modify Notes: Date of BCC Action: **Attach Résumé:**

Previous **Purchase Order** Total Dollars	Net Dollars Added or Subtracted	**New Total Dollars for Purchase Order**
$ 20,000.00	$ 15,000.00	$ 35,000.00

Previous **Contract** Total Dollars:	Net Dollars Added or Subtracted	**New Total Dollars for Contract**
$	$	$

Modifying Cost Center(s), Object Code(s)/Account(s) and Project Number(s):

Cost Center	Object Code	Project Number	+/- Change	Dollar Amount
330803	546601		15,000	35,000

☐ 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 Payments Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval Tamika Williams Date 7/8/20

Request Prepared By Tamika Williams Signature Tamika Williams Date 7/8/20

Office of Purchasing Review Agent: Date: Division Manager Date

County Administrator's Approval Date

Form F0020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18307 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Approval to Issue Fiscal Year 2019-2020 to Deere & Company
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Order to Deere & Company, for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order to Deere & Company, based upon previously-awarded Contracts, Contractual Agreements or annual requirements, for the Public Safety Department:

Vendor/Contractor	Amount	Contract Number
Deere & Company Vendor #: 100304 Fund 353, LOST IV, Public Safety Cost Center: 330434 Project: 20PS1294	$14,415.03	National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)

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

This project is located in Commission 4 District.

BACKGROUND:

The issuance of this Purchase Order is necessary to ensure the continuity of services traditionally provided by Water Safety Lifeguards located at Pensacola Beach. The purchase would greatly enhance our ability to efficiently and effectively respond to water rescue calls outside the areas of the lifeguard towers.

When Gulf water conditions present life threatening rip currents, lifeguards patrol eight miles of County property to ensure the safety of the public. Some of this distance is congested and very limited beach sand to drive on. In the commercial core area, the beach hotels (Hampton Inn, Hilton, Holiday Inn) draw thousands of people. This area of beach is very narrow and congested. The need for a lifeguard to patrol the area in a low profile vehicle is necessary. The lifeguards establish a safety presence by patrolling this area continuously.

The ability to patrol this heavily congested area with a UTV greatly limits the liability issue that could arise if the vehicle operator has an accident.

The Public Safety Department worked with James Higdon, Division Manager with Public Works, for quotes and contract information.

BUDGETARY IMPACT:

Funds are available in Fund 353, LOST IV, Cost Center 330434, Public Safety LOST.

Vendor/Contractor	Amount	Contract Number
Deere & Company Vendor #: 100304 Fund 353, LOST IV, Public Safety Cost Center: 330434 Project: 20PS1294	$14,415.03	National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

Quote

NPP PS 18010

JOHN DEERE

YOUR CONTRACT.
YOUR QUOTE.
YOUR HELP REQUESTED.

Ensure your equipment arrives with no delay. Issue your Purchase Order or Letter of Intent.

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: John Deere Company 2000 John Deere Run Cary, NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

For any questions, please contact:

Richard Walther

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

The John Deere Government Sales Team

Quote Id: 22197256

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

Prepared For:

Escambia County Board Of Commissioners

Proposal For:

Delivering Dealer:
Richard Walther

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565

jaysales@smithtractorco.com

Quote Prepared By:
RICHARD WALTHER
rwalther@smithtractorco.com

Date: 22 June 2020

Offer Expires: 22 July 2020

Quote Id: 22197256

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

22 June 2020

221 Palafox Pl Ste 140
Pensacola, FL 32502

Dear Valued Customer,

Smith Tractor Company considers it a privilege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 67 year old family owned business built on customer serviceand "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

Quote Summary

Prepared For:
Escambia County Board Of Commissioners
221 Palafox Pl Ste 140
Pensacola, FL 32502
Business: 850-595-4980

Delivering Dealer:
Smith Tractor Company, Inc.
Richard Walther
3834 Highway 4
Jay, FL 32565
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote ID: 22197256
Created On: 22 June 2020
Last Modified On: 22 June 2020
Expiration Date: 22 July 2020

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE XUV835M (MY20)	$ 16,569.00	$ 14,415.03	X	1	=	$ 14,415.03

Contract: National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)
Price Effective Date: June 22, 2020

Equipment Total **$ 14,415.03**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 14,415.03
Trade In	
SubTotal	**$ 14,415.03**
Est. Service Agreement Tax	$ 0.00
Total	$ 14,415.03
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 14,415.03**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 22197256 **Customer Name:** ESCAMBIA COUNTY BOARD OF COMMISSIONERS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

JOHN DEERE XUV835M (MY20)

Hours:

Stock Number:

Contract: National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)

Price Effective Date: June 22, 2020

Suggested List *
$ 16,569.00

Selling Price *
$ 14,415.03

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
573HM	XUV835M (MY20)	1	$ 16,569.00	13.00	$ 2,153.97	$ 14,415.03	$ 14,415.03
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
0505	Build To Order	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
1029	Yellow Steel Wheels Terra Hawk All Terrain Tires	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
2000	21 In. Standard XUV HB Seat - Yellow Vinyl	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
2500	Green and Yellow	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
3100	Manual Lift	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
4000	OSR Nets	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
4030	Black Roof	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
4199	Less Rear Package	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
4249	Less Guards	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
6349	Less Winch	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 16,569.00**		**$ 2,153.97**	**$ 14,415.03**	**$ 14,415.03**

NATIONAL PURCHASING PARTNERS – (NPP) – Utility Vehicles

Contract Number:	PS18010
Contract Period:	June 6, 2018 – June 5, 2021
Eligibility:	The contract allows for service to NPP Member agencies in all states. The following eligibility requirements must be met: • Entity must be a NPP Member. John Deere dealers must refer to DealerPath to verify membership before quoting. • Eligible NPP Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos. • Eligible NPP member non-profit agencies are eligible to purchase John Deere equipment on the NPP contract. • **Charter Schools, Montessori Schools and K-12 private schools are required to pay in full (EFT, credit card or check) prior to receiving purchased equipment.** To become a NPP Member access this link: http://www.nppgovernment.com/ or call 877-329-8847 for more details. Also, if needed, the NPP customer service email address is customerservice@nppgovernment.com .

Quotes and Purchase Orders:

To obtain a quote, contact your local John Deere Dealer. Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract Details

Quotes	Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.
Allied - Non-John Deere Equipment	Allowed as long as the Allied equipment is compatible with the contract equipment being purchased. Items must be clearly labeled on the purchase order or quote as Allied. Allied equipment includes implements, attachments, accessories, bundles or parts requested by the customer to complete the equipment purchase.

Credit Cards	Only allowed for the types of schools listed in the **Eligibility** section above when they are paying in full upfront.
Demo	Not allowed on this contract.
Fees	An optional delivery charge of $4 per loaded mile is allowed for the delivering dealer. If charged, the fee must appear on the quote or purchase order. Use Google Maps to calculate the mileage. **State Fees:** **ProGators must be included in the tire fees for utility vehicles.** • California Tire Fee — Utility Vehicles — $1.75 per New Tire • **Also see Miscellaneous section below** • Louisiana Waste Tire Fee — Utility Vehicles — $2.25 per New Tire • Mississippi ATV Trauma Fee — Utility Vehicles — $50.00 per Vehicle **Fees must be clearly labeled on the purchase order or quote.**
Financing	Allowed. The John Deere Municipal Lease or a third-party type municipal lease (if applicable) is allowed. The low interest rate, low cost John Deere Municipal Lease, is a type of financing that is specifically designed for qualified state, government, and educational entities which allow full ownership at the end of the lease term.
Leasing	Municipal leases allowed (entity has full ownership at end of term).
Multiple Unit Discount	Multiple unit discounts are allowed. The contract discount plus the multiple unit discount equals the total discount. Discounts are based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. Self-propelled products, with the exception of our utility vehicles (provided UV's are on the contract) must be listed in the same tabbed price book section. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount.

Non-contract - John Deere Equipment	Allowed as long as the non-contract Deere equipment is compatible with the contract equipment being purchased. Items must be clearly labeled on the purchase order or quote as Non-contract. Non-contract Deere equipment includes implements, attachments, accessories, bundles, parts, Frontier and Order Zone items requested by the customer to complete the equipment purchase.
Rental	Not allowed on this contract.
Special Delivery Obligations	See Miscellaneous below.
Substitutions	Not allowed on this contract.
Trade-ins	Allowed. Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine trade-in value.
Miscellaneous	**Shipping charges** **Alaska (AK) and Hawaii (HI): Shipping charges apply.** For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the NPP member. Factory freight is known at the time of quoting and will be included on the quote to the NPP member. **Continental US**: For all other deliveries within the continental US (excludes AK & HI), the NPP member will NOT be charged factory freight to the delivering dealer. **Tire Fee (per tire)** **California:** All Purchase Orders submitted for the State of California to John Deere should now include a separate line stating "Tire Fee" and list it as a Non-Contract item on the Purchase Order. Please refer to the State of California's website for details on the tire fee. **Effective Date** as of 1/1/05 **Per New Tire** $1.75 Please review the California Tire Fee publication issued by the California Department of Tax and Fee Administration for more details.
Payment Remittance Information	Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217

Price Structure

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
C39	Recreational Utility Vehicles & Equipment	13%	Current
C40	Mid-Duty Crossover Utility Vehicles & Equipment	13%	Current
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	13%	Current
C42	Traditional Utility Vehicles & Equipment	16%	Current
C47	HPX Utility Vehicles & Equipment	13%	Current
C48	Implements for Utility Vehicles	13%	Current

Contract Updates

February 27, 2019 – Changed LA Tire Fee from $2 per tire to $2.25 per tire.

February 18, 2019 – Updated fee descriptions for CA Tire Fee, LA Tire Fee and MS ATV Trauma Fee.

September 7, 2018 – Added state fees.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18290 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Agreement with Motorola Solutions, Inc. for the County's P25 Digital UHF Radio and Microwave Systems
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc., for the County's P25 Digital UHF Radio & Microwave Systems -Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the Agreement with Motorola Solutions, Inc.:

A. Approve and authorize the County Administrator to sign the Agreement and any subsequent related documents without further action by the Board; and

B. Authorize the issuance of an annual Purchase Order.

[Funding Source: Fund 353, LOST IV, Cost Center 330434, $4,240,935 and Fund 001, General Fund, Cost Center 330403, $5,114,081]

BACKGROUND:

System Upgrade Agreement, Maintenance, & Microwave

Escambia County's radio system is an IP based system in need of software and hardware upgrades. The system was purchased from Motorola Solutions, Inc. (Motorola), in 2011 and last updated in 2015. The hardware is nearing the end of its lifecycle and the software is nearing the end of the time in which Motorola will support it. Motorola offers mainstream software support for four years after the release of a software version. After four years, extended support is offered for two years as an interim solution before software transition. Escambia County entered

extended support in Fiscal Year 2019/2020. During extended support, maintenance cost increased 16% and Original Equipment Manufacturer third party software within the system has become unsupported which could cause potential security issues. This proposal upgrades the software and provides mainstream support for the life of the Agreement saving in overall maintenance cost.

Motorola is offering cost savings with a 10-year Agreement that bundles system upgrades, maintenance, and extended microwave system warranty (Agreement). The Agreement provides planned lifecycle upgrades over a 10-year term thus extending the life of the radio system until 2029. The Agreement provides both an initial upgrade of software and hardware along with ongoing upgrades over the term. This Agreement extends the full warranty coverage for the microwave system, which currently expires in 2022, through the end of the term of the SUA, 2029. The Agreement covers the period of 2020 to 2029 and the extended Microwave Maintenance Warranty covers the period of 2023 to 2029.

As the table below depicts, with the discounts applied for a 10-year Agreement versus annual Agreements and single instance upgrades, Escambia County will realize a cost savings of $3,970,066.

Bundled Cost Savings	List	10 Year Pricing	10 Year Savings
10 Year Maintenance	$6,769,344	$4,582,495	$2,186,849
10 Year SUA	$5,813,420	$4,240,935	$1,572,485
Microwave Warranty	$652,318	$441,586	$210,732
Totals	**$13,235,082**	**$9,265,016**	**$3,970,066**

Core Cost Sharing

The radio system core supports four entities: Escambia County, Santa Rosa County, City of Pensacola, and University of West Florida. These entities currently cost share the radio core maintenance. While operating on a shared core, all parties must upgrade their systems simultaneously. Each agency is seeking system upgrade Agreements with Motorola to upgrade their systems in concert with Escambia County. Upon approval of this Recommendation, cost sharing will extend to Escambia County's Agreement (radio core portion) with subscriber percentages used to determine each tenant agencies total cost share. These Interlocal Agreements will be submitted under a separate Recommendation.

Revenue estimate from radio core cost sharing is $1,953,092.90 over the 10-year term.

Cost Share	Annual Total

Revenue	Annual Total
Santa Rosa (31%)	$118,717.42
Pensacola (14%)	$53,614.31
UWF (6%)	$22,977.56
Annual Total	$195,309.29
10 year Total	**$1,953,092.90**

WSRE Tower Site Move

Pensacola State College (PSC) owns, maintains, and leases space on the radio tower located at 1403 West Fairfield Drive, which was used by WSRE for broadcasting. The land was leased from Escambia County in 1998 for a 40-year period. WSRE is moving its transmission to fiber and is seeking to either relinquish ownership of the tower or dismantle it. Per the Lease Agreement, PSC must remove the tower and return the premise to its original condition should Escambia County not take ownership of the tower. The tower has structural deficiencies which are costly to repair, and Escambia County's radio equipment shelter at the base of the tower has flooded several times; therefore, Escambia County is not interested in ownership and must move our equipment off the tower. A prior estimate to move Escambia County's equipment as a stand along project was $127,700. Motorola has agreed to move Escambia County's equipment for $90,000, if included in this proposed Agreement for a cost savings to the County of $37,700. PSC will maintain responsibility for the tower.

WSRE Tower Site Move	**Pricing**
Stand Alone Project	$127,700
Project Discount	($37,700)
Total	**$90,000**

BUDGETARY IMPACT:

Escambia County	Pricing
10 Year Maintenance Cost	$4,582,495
10 Year SUA Cost	$4,240,935
Microwave Warranty	$441,586
WSRE to Englewood Move	$90,000
TOTAL COST	**$9,335,016**
Estimated Revenue (Cost Share)	(1,953,092.90)
Estimated Expenditure	$7,401,923

Funding:
Fund 353, LOST IV, Cost Center 330434, $4,240,935
Fund 001, General Fund, Cost Center 330403, $5,114,081

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Senior Assistant County Attorney, reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require Agreements and Purchase Orders in excess of $25,000 be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution of the Agreement, the Public Safety Department will issue a purchase requisition for processing by the Office of Purchasing. The Escambia County Communications Division Manager will be responsible to monitor and implement the provisions of the Agreement.

Attachments

SUA & Maintenance Contract Recommendation and Pricing
Maintenance Support and SUAII Purchase Agreement

MOTOROLA SOLUTIONS

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

LONG TERM SUA & MAINTENANCE CONTRACT RECOMMENDATION AND PRICING **JULY 7, 2020**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

ADVANCED PLUS SERVICES

1.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Escambia County's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to Escambia County. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates.

These services will be delivered to Escambia Countythrough the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

1.2 ADVANCED PLUS SERVICES DESCRIPTIONS

1.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Escambia County system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Escambia County Police Department, third-party subcontractors and manufacturers, and Motorola Solutions. When Escambia County personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer

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Relationship Management (CRM) system. The Service Desk is responsible for documenting Escambia County inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Escambia Countywill also provide **Network Event Monitoring** to Escambia Countynetwork in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Escambia Countysystem, often identifying and resolving anomalous events before they might affect user communications.

1.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at Escambia County location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Escambia County location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

1.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Escambia County Police Department. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair

Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Escambia Countyprefers to maintain their existing FRU inventory, Escambia Countywill be able to request a "loaner" FRU while their unit is being repaired.

1.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Escambia County with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Escambia County's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Escambia County's network. Once an update is fully tested and ready for deployment, Motorola Solutions will remotely install it onto Escambia County's system, and notify Escambia County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

1.2.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain Escambia County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Escambia County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Escambia County to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Escambia County's personnel.

Additional details on Network Updates are included in Section 2.

1.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

1.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

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1.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of Escambia County system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Escambia County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Escambia County service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Escambia County that the system is restored to normal operation and request approval to close the case.

1.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Escambia County network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Escambia County system. All components being repaired are tracked throughout the process, from shipment by Escambia County to return through a case management system where users can view the repair status of the equipment via a web portal.

1.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for Escambia County is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Escambia County administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 1-1: MyView Portal offers real-time, role-based access to critical system and services information.

SECTION 2

SUA II STATEMENT OF WORK

2.1 SYSTEM UPGRADE AGREEMENT II (SUA II) SOW

2.1.1 Description of Service and Obligations

2.1.1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

2.1.1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.

2.1.1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

2.1.1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

2.1.1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

2.1.1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:

- 2.1.1.6.1 Servers
- 2.1.1.6.2 Workstations
- 2.1.1.6.3 Firewalls
- 2.1.1.6.4 Routers
- 2.1.1.6.5 LAN switches
- 2.1.1.6.6 MCC 7XXX Dispatch Consoles
- 2.1.1.6.7 CommandCentral AXS Dispatch Consoles
- 2.1.1.6.8 GTR8000 Base Stations
- 2.1.1.6.9 GCP8000 Site Controllers
- 2.1.1.6.10 GCM8000 Comparators
- 2.1.1.6.11 Motorola Solutions Logging Interface Equipment
- 2.1.1.6.12 PBX switches for Telephone Interconnect

2.1.1.6.13 NICE Logging Solution

2.1.1.7 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

2.1.1.8 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

2.1.1.9 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

2.1.1.9.1 Servers
2.1.1.9.2 Workstations
2.1.1.9.3 Routers
2.1.1.9.4 LAN Switches

2.1.1.10 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

2.1.1.10.1 GTR 8000 Base Stations
2.1.1.10.2 GCP 8000 Site Controllers
2.1.1.10.3 GCM 8000 Comparators
2.1.1.10.4 MCC 7XXX Dispatch Consoles

2.1.1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

2.1.1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

2.1.1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

2.1.1.13.1 Review infrastructure system audit data as needed.
2.1.1.13.2 Identify additional system equipment needed to implement a system release, if

applicable.

2.1.1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.13.5 Program management support required to perform the certified system upgrade.

2.1.1.13.6 Field installation labor required to perform the certified system upgrade.

2.1.1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

2.1.1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

2.1.1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.1.2 Upgrade Elements and Corresponding Party Responsibilities

2.1.2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.2.1.1 Motorola Responsibilities

2.1.2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

2.1.2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.2.1.1.6 Inform Customer of high speed internet connection requirements.

2.1.2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.2.1.1.8 Assign field installation labor required to perform the certified system upgrade.

2.1.2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2.1.2 Customer Responsibilities

2.1.2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.1.2.4 Assist in site walks of the system during the system audit when necessary.

2.1.2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.1.2.2.1 Motorola Responsibilities

2.1.2.2.1.1 Perform appropriate system backups.

2.1.2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.1.2.2.1.3 Work with the Customer to validate that all available security patches and

antivirus updates have been updated on the customer's system.

2.1.2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.1.2.2.2 Customer Responsibilities

2.1.2.2.2.1 Validate system maintenance is current.

2.1.2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.1.2.3 System Upgrade

2.1.2.3.1 Motorola Responsibilities

2.1.2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.1.2.3.2 Customer Responsibilities

2.1.2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.1.2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.1.2.4 Upgrade Completion

2.1.2.4.1 Motorola Responsibilities

2.1.2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.1.2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.1.2.4.1.3 Obtain upgrade completion sign off from the customer.

2.1.2.4.2 Customer Responsibilities

2.1.2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.1.2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.4.2.3 Provide Motorola with upgrade completion sign off.

2.1.3 Exclusions and Limitations

2.1.3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.1.3.1.1 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment.

2.1.3.2 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

2.1.3.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

2.1.3.4 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

2.1.3.5 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.2.1.1.2.

2.1.3.6 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

2.1.3.7 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

2.1.4 Special Provisions

2.1.4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a

Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

2.1.4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

2.1.4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

2.1.4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

2.1.4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

2.1.4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

2.1.5 Appendix A - ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

2.1.6 Appendix B - High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
    - Port availability must meet or exceed 99.9% (three nines)
    - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
    - Packet loss shall be no greater than 0.3%
    - Network jitter shall be no greater than 2 ms

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2.1.7 Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	1
# of DSR Sites	1 *(If DSR option is purchased)*
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	1
MOSCAD NFM / SDM Clients	1
Network Management Clients	2
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	1
Intrusion Detection Sensor (IDS)	1
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
Simulcast Prime Sites (including co-located/redundant)	2
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	14
GTR 8000 Base Stations	148
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	2
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	20
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
Conventional Channel Gateways (CCGWs)	22
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	1
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 3

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Escambia County, FL
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff.		

Tasks	Motorola Solutions	Escambia County, FL
SITE DEVELOPMENT - ENGLEWOOD		
Site Engineering		
Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.	X	
Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Escambia County FL. NOTE: This task does not include structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.	X	
Provide tower climbing and tower mapping services for towers up to collect information about structural members and existing equipment.	X	
Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).	X	
If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.		X
As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.		X
Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.		X
Pay for application fees, taxes and recurring payments for lease/ownership of the property.		X
Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.		X
As applicable (based on local jurisdictional authority), Escambia County will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.		X
Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.		X
Provide a right of entry letter from the site owner for Motorola to conduct field investigations.		X

Tasks	Motorola Solutions	Escambia County, FL
Maintain existing access road in order to provide clear and stable entry to the site for service vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.		X
Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.		X
Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.		X
Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.		X
If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room. Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.		X
Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth		X
Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.		X
Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.		X
Site Preparation		
Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.	X	

Tasks	Motorola Solutions	Escambia County, FL
Deliverable: Information and permitting requirements completed at each site.		
Miscellaneous Work		
Remove existing antennas and lines from WSRE.	X	
Additional climb for backup monopole, if needed.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to CES Team One.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		

Tasks	Motorola Solutions	Escambia County, FL
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Antenna and Transmission Line Installation		
Install (7) antenna(s) for the RF system.	X	
Supply and install (7) 6-foot side arm(s) for antenna mounts.	X	
Install up to 860 linear feet of 7/8-inch transmission line.	X	
Install up to 2150 linear feet of 1-1/4-inch transmission line.	X	
Perform sweep tests on transmission lines.	X	
Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.	X	
Supply and install (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.	X	
Deliverable: Antenna and Transmission Line installed.		
General Installation		
Install fixed equipment contained in the equipment list and system description.	X	
Relocate (3) racks of equipment from WSRE to Englewood: Rack 1 = Backhaul (routers & switches) SDM (4) receivers (1) GTR base radio rack mounted UPS OP8s Rack 2 = TRAK unit (2) combiners (5) GTR base radios and (1) receiver Rack 3 = GTR base radio and a RAD megaplex	X	
Reinstall racks at Englewood; interface to network	X	
Interface to antenna combiner network	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		

Tasks	Motorola Solutions	Escambia County, FL
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		

Tasks	Motorola Solutions	Escambia County, FL
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola Solutions	Escambia County, FL
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - Antenna Network Drawings for RF Sites (where applicable). - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Console Programming Template (where applicable). - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- No improvements are required service vehicle access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communication facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.

- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- The existing tower and shelter will not need any modifications
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.

Solution Pricing - $90,000

Pricing Good for (60) Days

Pricing based on the National HGAC Purchasing Contract

See Equipment list on the Following Page

Use or disclosure of this proposal is subject to the restrictions on the cover page.

QTY	NOMENCLATURE	DESCRIPTION
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
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1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL

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1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
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1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
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400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)

QTY	NOMENCLATURE	DESCRIPTION
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSCT11450P	CT11450P, POWER PREP TOOL FOR 1-1/4" CABLE
1	DSCT07850AIO2	CT07850AIO-2, PREP TOOL FOR 7/8" CABLE, 50 OHM
1	DSCT01250AIO2	CT01250AIO-2, PREP TOOL FOR 1/2" CABLE , 50 OHM
4	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1-1/4" & 1-5/8" AIRCELL COAX
4	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
4	DSSHU114	SH-U114, UNIVERSAL SNAP-IN HANGER FOR 1-1/4" AIRCELL COAX, PKG OF 10
4	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
10	DSCSU12158	COLD SHRINK WEATHERPROOFING 1/2" TO 1-5/8" AIRCELL COAX
1	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1-1/4" AIRCELL COAX
1	DSHG78	HG-78, LACE-UP HOISTING GRIP FOR 7/8" AIRCELL COAX

QTY	NOMENCLATURE	DESCRIPTION
1	DSHG12	HG-12, LACE-UP HOISTING GRIP FOR 1/2" AIRCELL COAX
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
2	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)

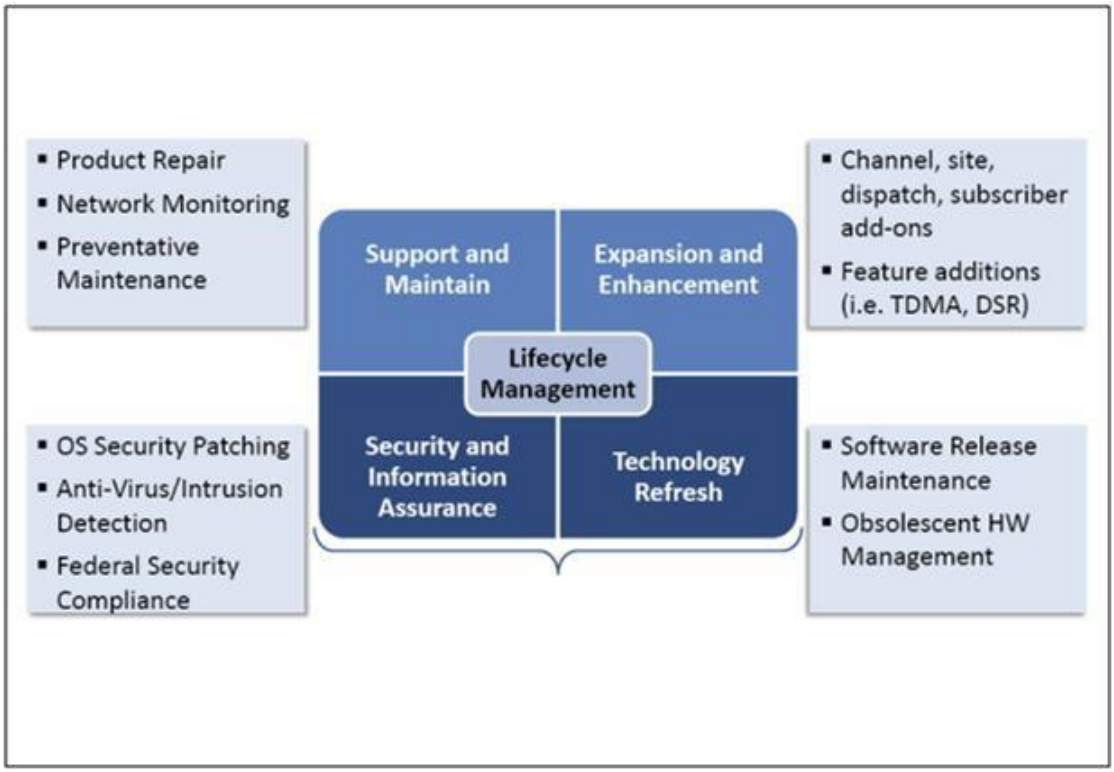
SECTION 4

LIFECYCLE MANAGEMENT THROUGH NETWORK UPDATES

4.1 OVERVIEW

Lifecycle management of Escambia County Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up- to-date. Throughout the lifecycle of Escambia County LMR network, maintenance and sustainment activities will be required (Refer to the diagram below.).

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services Escambia County LMR network will be able to support your communications requirements well into the future.



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The ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services to Escambia County. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola Solutions and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

4.2 NETWORK UPDATES SERVICE DETAILS

Network Updates is a complete package of hardware, software, and professional services required to update Escambia County ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. Network Updates provide a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.

Included features

Features Descriptions	Network Updates
Incremental Software Enhancements (Bug Fixes)	✓

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Features Descriptions	Network Updates
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at Escambia County site to execute upgrade.

SECTION 5

ADVANCED PLUS SERVICES STATEMENT OF WORK

5.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

5.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

5.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

5.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

5.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer’s specifications. Certified field technicians perform hands-on examination and

diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

5.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement

unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

5.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

Appendix D contains the SOW for Remote Security Patch Installation.

5.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub- systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest

available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

5.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance. MyView Portal also allows downloading of the checklists and uploading of the completed forms.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on competed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

5.1.9 SP - Microwave Services

1.0 Description of Services

Field Response Service provides for on-site technician Response as determined by pre-defined severity levels set forth in Table B and Response times set forth in Table A in order to Restore the System. The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part there of by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Services or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities

2.1 Motorola is providing Field Response Service, and will respond in accordance with this Statement of Work and Tables A and B.

2.2 Perform diagnostics on the Component/Field Replaceable Unit (FRU)/assembly

2.3 Restore the System by replacing defective Component/FRU/assembly:

2.3.1 FRU and assembly will be provided by Customer

2.4 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities

3.1 Establish and maintain a suitable environment for the Equipment and provide Motorola full, free, and safe access to the Equipment so that Motorola may provide Maintenance services.

3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System.

3.3 Maintain and store any and all Software needed to Restore the System.

3.4 Cooperate with Motorola and perform all tasks that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A: OnSite Response Times

Severity Level Response Time

Severity 1 Within 2 hours from receipt of notification

Severity 2 Within 4 hours from receipt of notification

Severity 3 Within 24 hours from receipt of notification

Response Times during standard business days

Table B: Severity Definitions

Severity Level Problem Types

Severity 1 Major system failure
33% of System down
33% of Site channels down
Site Environment Alarms (smoke, access, temp, A/C Power)
Response is provided Continuously

Severity 2 Significant System Impairment
Intermittent problems
Response during Standard Business Day

Severity 3 Parts Questions
Upgrades
Intermittent problems
System problems presently being monitored
Response during Standard Business Day.

5.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the Incident priority,trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.

1.4.3.2 System installations, upgrades, and expansions.

1.4.3.3 Customer training.

1.4.3.4 Hardware repair and/or exchange.

1.4.3.5 Network security services.

1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).

1.4.3.7 Information Assurance.

1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create an Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Incident notification preferences and procedure

1.6.4.2 Repair Verification Preference and procedure

1.6.4.3 Database and escalation procedure forms.

1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.5 Provide the following information when initiating a service request:

1.6.5.1 Assigned system ID number

1.6.5.2 Problem description and site location

1.6.5.3 Other pertinent information requested by Motorola to open an Incident.

1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.

1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is

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determined that system faults were caused by the customer making changes to critical system parameters

1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.

1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A .

1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

5.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
High	↖ **Consoles:** Console positions down (>= 33%) Console Site Link Down ↖ **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down ↖ **Conventional Channels:** >= 50% of conventional channels (CCGW) down ↖ **Devices:** Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites**: < 33% of channels down **Conventional Channels:** ↖ Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	**Minor events and warnings in the system** ↖ Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

5.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	Ethernet	Motorola

Motorola Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	

Monitored Elements Table		
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGEG	OSP	RTU
Microwave	OSS	Security
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS

Monitored Elements Table		
VPM	WebGUI	

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

5.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents.

Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution.

Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-

221- 7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.

1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions

and in the Priority Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	↖ **Consoles:** Console positions down (>= 33%) Console Site Link Down ↖ **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down ↖ **Conventional Channels:** >= 50% of conventional channels (CCGW) down ↖ **Devices:** Site Router/switch, GPS server down
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites**: < 33% of channels down **Conventional Channels:** ↖ Less than 50% of conventional channel down
Low	**Minor events and warnings in the system** ↖ Preventative & Planned Maintenance Activities (Scheduled Work)

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

5.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at https://businessonline.motorolasolutions.com, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3. All Broadband infrastructure over three (3) years from product cancellation date

1.4.4. Physically damaged infrastructure.

1.4.5. Third party equipment not shipped by Motorola

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.

1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2 Ship malfunctioning infrastructure components to the

original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent infor service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

5.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka “Patch Tuesday”); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non- Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours fortesting in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to

features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for

the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. During these times, the system will be in “Site trunking” mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases (“SERs”) and Field Service Bulletins (“FSB’s) are not part of this service. However, in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB’s and SER’s with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions–

Weekly Windows OS updates –

Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.

1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does

not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

5.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola‘s OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola’s Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

2.1. Receive service requests.

2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.

2.3. Dispatch a field servicer (“Servicer”) as required by Motorola’s standard procedures and provide necessary Incident information.

2.4. Provide the required personnel access to relevant customer information as needed.

2.5. Servicer will perform the following on-site:

2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

2.7. Replace defective Infrastructure or FRU, as supplied by customer.

2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.

211. Escalate the Incident to the appropriate party upon expiration of a response time.

2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.

2.13. Notify customer of Incident status as defined by the Customer Support Plan:

2.13.1 Open and closed; or

2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service.

3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

3.2.1. Incident notification preferences and procedure.

3.2.2. Repair verification preference and procedure.

3.2.3. Database and escalation procedure forms.

3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3. Provide the following information when initiating a service request:

3.3.1. Assigned system ID number.

3.3.2. Problem description and site location.

3.3.3. Other pertinent information requested by Motorola to open an Incident.

3.4. Allow Servicers access to equipment.

3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7. Maintain and store in an easily accessible location proper system backups.

3.8 For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

3.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	↖ **Consoles:** Console positions down (>= 33%) Console Site Link Down ↖ **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down ↖ **Conventional Channels:** >= 50% of conventional channels (CCGW) down ↖ **Devices:** Site Router/switch, GPS server down
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites**: < 33% of channels down **Conventional Channels:** ↖ Less than 50% of conventional channel down

Low	**Minor events and warnings in the system** ↖ Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as

5.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE LEVEL 1 STATEMENT OF WORK

Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment as purchased to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.
1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
1.3.3. System installations, upgrades, and expansions.
1.3.4. Customer training.
1.3.5. Hardware repair and/or exchange.
1.3.6. Network security services.
1.3.7. Network transport.
1.3.8. Information Assurance.
1.3.9. Motorola services not included in this statement of work.
1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1 Notify the customer of any planned system downtime needed to perform this Service.

1.4.2 Advise customer of issues that may require attention.

1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2 Authorize and acknowledge any scheduled system downtime.

1.5.3 Maintain periodic backup of databases, software applications, and firmware.

1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6 Provide site escorts in a timely manner if required.

1.5.7 Provide Motorola with requirements necessary for access to secure facilities.

1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

1.6.1 Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2 Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

Table 1 Preventive Maintenance Tasks

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MASTER SITE CHECKLIST - LEVEL 1	
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	

DISPATCH SITE CHECKLIST - LEVEL 1	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.

RF SITE CHECKLIST - LEVEL 1	
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook	Complete Site PM checks - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.

FACILITIES CHECKLIST - LEVEL 1	
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Full Optimization	Perform full optimization per vendor specifications
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1 (No Climb)	
GENERAL	
Line Sweeps	Perform signature sweep testing procedure and compare to baseline for any changes. Report any problems.
STRUCTURE CONDITION - From ground level only	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.

TOWER CHECKLIST - LEVEL 1 (No Climb)	
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

5.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola Solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A “board-level refresh” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond
(90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.

1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this

agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and he zone is a full T1.

1.9.2. Any link must realize or a sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minim QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these case must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	1
Zones in Operation(DSR/Dark Master site)	1
Zone Features: I&D, TDMA,Telephone Interconnect,CNI,HPD,IA,POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista,KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	14
Repeater/Stations(FDMA)	148
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	2
MCC7500 Operator Positions	20
Conventional Channel Gateways(CCGW)	22
Conventional Site Controller(GCP 8000)	0

LOGGING SYSTEM	
Number of AIS Servers	1
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0

NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	2
Number of Fault Management Clients/NFM Clients	1
Number of Fault Management RTUs	1
Number of NM Clients	2

5.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot

Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The

following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.

1.3.3 All broadband infrastructure three (3) years from product cancellation date

1.3.4 Physically damaged infrastructure.

1.3.5 Third party equipment not shipped by Motorola.

1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.3.7 Video retrieval from digital in-car video equipment.

1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.3.9 Test equipment.

1.3.10. Racks, furniture and cabinets.

1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.3.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature ofthe problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when

applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not

exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

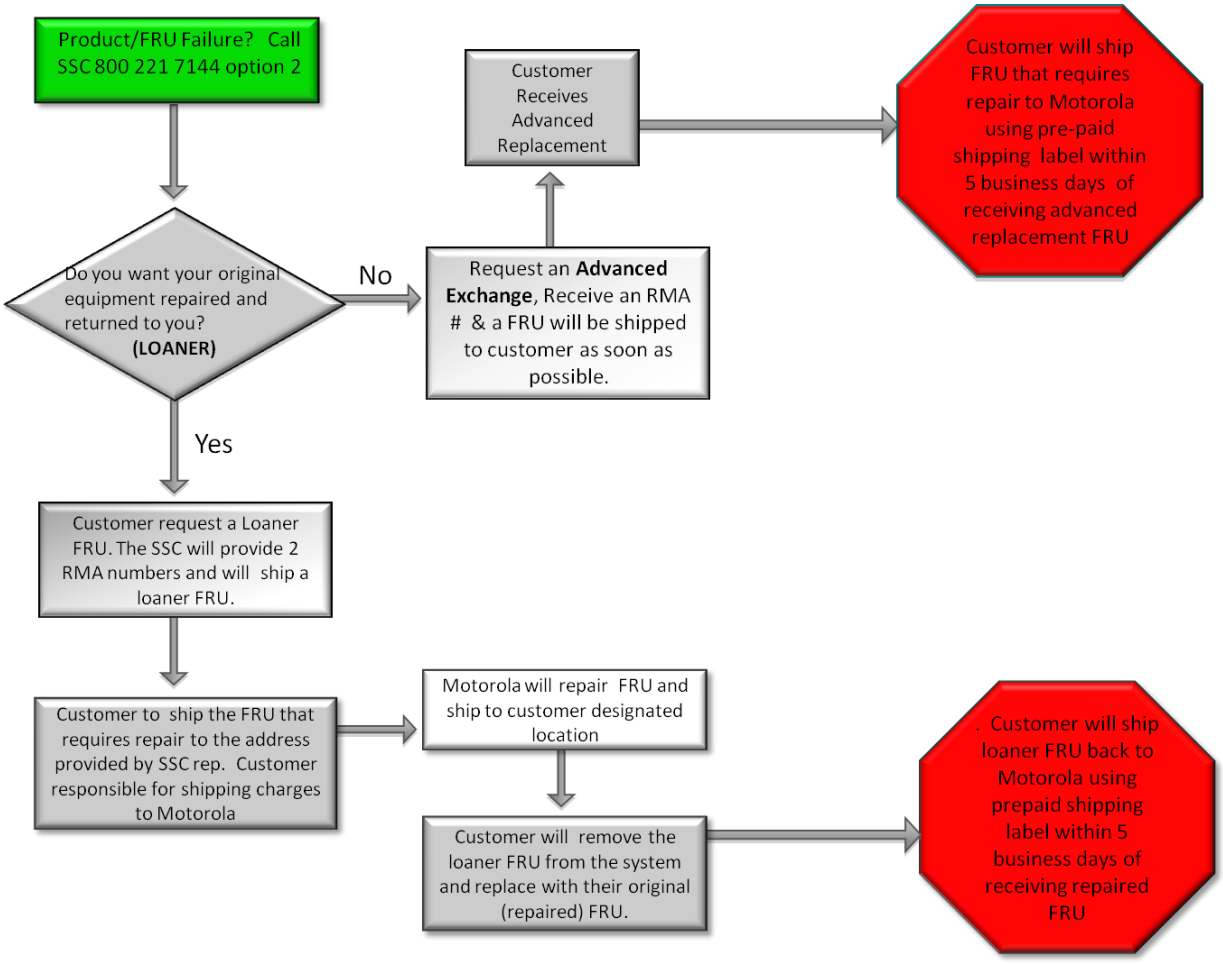

Figure 1-1: Advanced Exchange or Loaner Decision Process

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

Figure 1-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL

5.10 ADDENDUM

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

SECTION 6

PRICING SUMMARY

Pricing Based on the Enclosed Spreadsheet

10 Year Pricing for the Advanced Services Plan (Maintenance and System Upgrade Agreement (SUA) would be as follows:

$9,355,016 (Includes the $90,000 Project for the WSRE to Englewood Relocation.

If Contracted by August 14, 2020, Motorola Solutions will begin your P25 Radio System Upgrade to Release A2019.2 in the first two weeks of December 2020.

Note: The forces driving this deadline are related to the "Order Lead Time" for required Hardware, and the scheduling of the required Motorola "Upgrade Operations (U/O) personnel to perform the upgrade tasks.

Note: First Annual Billing would begin October 1, 2020

- Due to your current Radio Dispatch Consoles being on a Windows 7 Operating System, for the Security of the System, it's highly recommended to upgrade the Radio System which will include upgrading to a Windows 10 Operating System.
- P25 Radio System Release 7.15 "Standard Support" ended on October 1, 2018.
- Previous Proposal from March 11, 2019 was based on Upgrading Current System Release 7.15 to System Release 7.18.

6.1 MOTOROLA SOLUTIONS - 10 YEAR MAINTENANCE & SUA PRICING

Current Maintenance Contract - $429,552.28 - EXPIRES - 9-30-20

Escambia County	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Sale Price
Maintenance after 10 yr Discount	$ 380,050.00	$ 430,831.00	$ 439,448.00	$ 448,234.00	$ 457,190.00	$ 466,315.00	$ 475,650.00	$ 485,154.00	$ 494,869.00	$ 504,754.00	$ 4,582,495.00
SUA after 10 yr Discount	$ 530,073.00	$ 376,532.00	$ 384,868.00	$ 393,454.00	$ 402,297.00	$ 411,406.00	$ 420,789.00	$ 430,452.00	$ 440,406.00	$ 450,658.00	$ 4,240,935.00
Microwave Maint. after 10 yr Discount	$ -	$ -	$ -	$ 10,820.00	$ 72,454.00	$ 75,839.00	$ 76,762.00	$ 63,798.00	$ 70,289.00	$ 71,624.00	$ 441,586.00
WSRE to Englewood RF Site Relocation	$ -	$ 90,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,000.00
(See Note 8 below)											
Total	**$ 910,123.00**	**$ 897,363.00**	**$ 824,316.00**	**$ 852,508.00**	**$ 931,941.00**	**$ 953,560.00**	**$ 973,201.00**	**$ 979,404.00**	**$ 1,005,564.00**	**$ 1,027,036.00**	**$ 9,355,016.00**

Note 1: Pricing assumes a Contract by August 14, 2020 so that the System Upgrade from 7.15 to A2019.2 can/will occur the 1st two weeks of December.

Note 2: On the Microwave Pricing the following is included: MNI Networks Extended Warranty, MNI Networks Preventative Maintenance, MNI Advanced Replacements, 24/7 Technical Phone Support, Proteus Radio Firmware Update, Review of Spares, and Frequency Protection Services.

Note 3: Of the above Total SUA # - $2,760,162 would be for the Master Site (Core).

Note 4: Cost of a "One Time" Upgrade (As opposed to an SUA) from 7.15 to A2019.2 would be $2,826,262

Note 5: If the "DSR Option" (see below) was purchased add an additional $1,311,301 to the total #'s above.

Note 6: DSR Pricing would be - $594,000 - Assumes Installation Occurs at time of System Release Upgrade to A2019.2

Note 7: On the WSRE to Englewood RF Site Move, although this "task" will be part of the Contract, $90,000 will be billed upon final project completion/acceptance

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Escambia County	List	10 Year Pricing	Total 10 Year Savings
10 Year Maintenance	$6,769,344.00	$4,582,495.00	$2,186,849.00
10 Year SUA	$5,813,420.00	$4,240,935.00	$1,572,485.00
10 Year Microwave	$652,318.00	$441,586.00	$210,732.00
Totals	**$13,235,082.00**	**$9,265,016.00**	**$3,970,066.00**

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

SECTION 7

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Maintenance Support and SUAII Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and the **Escambia County Board of County Commissioners** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and SUA II services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Statements of Work ("SOW") Motorola's Proposal dated July 7, 2020
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable – Not Applicable

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means information that qualifies as a trade secret as that term is defined in §812.081, Florida Statutes, or is otherwise exempt from the disclosure requirements of §119.071(1), Florida Statutes, and Sec. 24(a), Art. 1 of the Florida Constitution and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

"Services" means those installation, maintenance, SUA, support, training, and other services described in this Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B.

4.2 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for ten (10) years.

4.3. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

4.6. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete

serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that further written notice is not required for contract performance. Motorola will proceed with contract performance for all years unless terminated in accordance with Section 9. Customer will pay all proper invoices as received from Motorola solely against this Agreement as provided in paragraph 7.3. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 CONTRACT PRICE. The total Contract Price for Annual Services over the ten (10) year term ($9,265,016.00) plus the WSRE Tower Move to Englewood Tower ($90,000.00) in U.S. dollars for a total Contract Price of **$9,355,016**.00. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70 et seq., Florida Statutes, as amended.

7.4 INFLATION REVIEW. After the end of the first year, and each year after, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI – 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated sixty (60) calendar days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following twelve (12) months.

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that is Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its

option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3 If the Customer terminates this Agreement before the end of the ten (10) Year Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed ten percent (10%) of the annual price for three (3) years. This is not a penalty, but a reconciliation of the price structure. For example, if the Customer were to terminate after Year 4, the Customer would reimburse Motorola for the 10% discount received for the last three years of services the Customer received, Years 2, 3, and 4.

9.4. SUA upgrade payment requirement. The SUA annualized price is based on the fulfillment of the two year SUA cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The

Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. To the extent permitted by law and subject to the disclosure requirements of Florida's Public Records Act, each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Florida law and this Agreement.

11.2 PUBLIC RECORDS. Motorola 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. Motorola 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. Motorola 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, Motorola 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 Motorola fails to abide by the provisions of Chapter 119, Florida Statutes, the County/Customer may, without prejudice to any other right or remedy and after giving seven days written notice, during which period Motorola still fails to allow access to such documents, terminate the contract.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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

11.3. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain

vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other

legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 15 GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Florida and the parties stipulate that venue shall be in the County of Escambia.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. The Customer will provide Motorola a valid tax exempt certificate. If Motorola is required to pay any taxes for which the Customer is not exempt, Motorola will send an invoice to Customer and Customer will pay Motorola the amount of the tax (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or

agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Motorola Law Dept
Legal Department
500 W Monroe, 43th Floor
Chicago, IL 60661

Customer
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 13 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.15 NON-APPROPRIATION OF FUNDS. It is understood and agreed between the Parties hereto that the Customer shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted or are otherwise available for the purpose of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the Customer shall immediately notify Motorola of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made. To the extent Motorola has delivered Equipment or performed Services prior to the last day of the fiscal year for which the appropriation was made, Customer shall be liable for such Equipment or Services.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer: Escambia County**
By: _____	By: _____
Name: _____	Name: Janice P. Gilley
Title: _____	Title: County Administrator
Date: _____	Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-27-2020

Exhibit A
Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and Escambia County Board of County Commissioners (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 [Intentionally Left Blank]

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, with prior notice to Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
Statement of Work
Motorola's Proposal dated July 7, 2020
Incorporated herein by reference

MOTOROLA SOLUTIONS

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

LONG TERM SUA & MAINTENANCE CONTRACT RECOMMENDATION AND PRICING **JULY 7, 2020**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

ADVANCED PLUS SERVICES

1.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Escambia County's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to Escambia County. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates.

These services will be delivered to Escambia Countythrough the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

1.2 ADVANCED PLUS SERVICES DESCRIPTIONS

1.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Escambia County system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Escambia County Police Department, third-party subcontractors and manufacturers, and Motorola Solutions. When Escambia County personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer

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Relationship Management (CRM) system. The Service Desk is responsible for documenting Escambia County inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Escambia Countywill also provide **Network Event Monitoring** to Escambia Countynetwork in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Escambia Countysystem, often identifying and resolving anomalous events before they might affect user communications.

1.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at Escambia County location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Escambia County location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

1.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Escambia County Police Department. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair

Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Escambia Countyprefers to maintain their existing FRU inventory, Escambia Countywill be able to request a "loaner" FRU while their unit is being repaired.

1.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Escambia County with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Escambia County's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Escambia County's network. Once an update is fully tested and ready for deployment, Motorola Solutions will remotely install it onto Escambia County's system, and notify Escambia County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

1.2.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain Escambia County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Escambia County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Escambia County to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Escambia County's personnel.

Additional details on Network Updates are included in Section 2.

1.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

1.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

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1.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of Escambia County system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Escambia County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Escambia County service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Escambia County that the system is restored to normal operation and request approval to close the case.

1.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Escambia County network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Escambia County system. All components being repaired are tracked throughout the process, from shipment by Escambia County to return through a case management system where users can view the repair status of the equipment via a web portal.

1.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for Escambia County is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Escambia County administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 1-1: MyView Portal offers real-time, role-based access to critical system and services information.

SECTION 2

SUA II STATEMENT OF WORK

2.1 SYSTEM UPGRADE AGREEMENT II (SUA II) SOW

2.1.1 Description of Service and Obligations

2.1.1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

2.1.1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.

2.1.1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

2.1.1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

2.1.1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

2.1.1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:

- 2.1.1.6.1 Servers
- 2.1.1.6.2 Workstations
- 2.1.1.6.3 Firewalls
- 2.1.1.6.4 Routers
- 2.1.1.6.5 LAN switches
- 2.1.1.6.6 MCC 7XXX Dispatch Consoles
- 2.1.1.6.7 CommandCentral AXS Dispatch Consoles
- 2.1.1.6.8 GTR8000 Base Stations
- 2.1.1.6.9 GCP8000 Site Controllers
- 2.1.1.6.10 GCM8000 Comparators
- 2.1.1.6.11 Motorola Solutions Logging Interface Equipment
- 2.1.1.6.12 PBX switches for Telephone Interconnect

2.1.1.6.13 NICE Logging Solution

2.1.1.7 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

2.1.1.8 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

2.1.1.9 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

2.1.1.9.1 Servers
2.1.1.9.2 Workstations
2.1.1.9.3 Routers
2.1.1.9.4 LAN Switches

2.1.1.10 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

2.1.1.10.1 GTR 8000 Base Stations
2.1.1.10.2 GCP 8000 Site Controllers
2.1.1.10.3 GCM 8000 Comparators
2.1.1.10.4 MCC 7XXX Dispatch Consoles

2.1.1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

2.1.1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

2.1.1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

2.1.1.13.1 Review infrastructure system audit data as needed.
2.1.1.13.2 Identify additional system equipment needed to implement a system release, if

applicable.

2.1.1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.13.5 Program management support required to perform the certified system upgrade.

2.1.1.13.6 Field installation labor required to perform the certified system upgrade.

2.1.1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

2.1.1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

2.1.1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.1.2 Upgrade Elements and Corresponding Party Responsibilities

2.1.2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.2.1.1 Motorola Responsibilities

2.1.2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

2.1.2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.2.1.1.6 Inform Customer of high speed internet connection requirements.

2.1.2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.2.1.1.8 Assign field installation labor required to perform the certified system upgrade.

2.1.2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2.1.2 Customer Responsibilities

2.1.2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.1.2.4 Assist in site walks of the system during the system audit when necessary.

2.1.2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.1.2.2.1 Motorola Responsibilities

2.1.2.2.1.1 Perform appropriate system backups.

2.1.2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.1.2.2.1.3 Work with the Customer to validate that all available security patches and

antivirus updates have been updated on the customer's system.

2.1.2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.1.2.2.2 Customer Responsibilities

2.1.2.2.2.1 Validate system maintenance is current.

2.1.2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.1.2.3 System Upgrade

2.1.2.3.1 Motorola Responsibilities

2.1.2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.1.2.3.2 Customer Responsibilities

2.1.2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.1.2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.1.2.4 Upgrade Completion

2.1.2.4.1 Motorola Responsibilities

2.1.2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.1.2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.1.2.4.1.3 Obtain upgrade completion sign off from the customer.

2.1.2.4.2 Customer Responsibilities

2.1.2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.1.2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.4.2.3 Provide Motorola with upgrade completion sign off.

2.1.3 Exclusions and Limitations

2.1.3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.1.3.1.1 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment.

2.1.3.2 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

2.1.3.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

2.1.3.4 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

2.1.3.5 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.2.1.1.2.

2.1.3.6 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

2.1.3.7 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

2.1.4 Special Provisions

2.1.4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a

Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

2.1.4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

2.1.4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

2.1.4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

2.1.4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

2.1.4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

2.1.5 Appendix A - ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

2.1.6 Appendix B - High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
    - Port availability must meet or exceed 99.9% (three nines)
    - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
    - Packet loss shall be no greater than 0.3%
    - Network jitter shall be no greater than 2 ms

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2.1.7 Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	1
# of DSR Sites	1 *(If DSR option is purchased)*
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	1
MOSCAD NFM / SDM Clients	1
Network Management Clients	2
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	1
Intrusion Detection Sensor (IDS)	1
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
Simulcast Prime Sites (including co-located/redundant)	2
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	14
GTR 8000 Base Stations	148
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	2
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	20
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
Conventional Channel Gateways (CCGWs)	22
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	1
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

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SECTION 3

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Escambia County, FL
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff.		

Tasks	Motorola Solutions	Escambia County, FL
SITE DEVELOPMENT - ENGLEWOOD		
Site Engineering		
Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.	X	
Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Escambia County FL. NOTE: This task does not include structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.	X	
Provide tower climbing and tower mapping services for towers up to collect information about structural members and existing equipment.	X	
Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).	X	
If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.		X
As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.		X
Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.		X
Pay for application fees, taxes and recurring payments for lease/ownership of the property.		X
Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.		X
As applicable (based on local jurisdictional authority), Escambia County will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.		X
Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.		X
Provide a right of entry letter from the site owner for Motorola to conduct field investigations.		X

Tasks	Motorola Solutions	Escambia County, FL
Maintain existing access road in order to provide clear and stable entry to the site for service vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.		X
Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.		X
Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.		X
Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.		X
If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room. Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.		X
Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth		X
Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.		X
Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.		X
Site Preparation		
Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.	X	

Tasks	Motorola Solutions	Escambia County, FL
Deliverable: Information and permitting requirements completed at each site.		
Miscellaneous Work		
Remove existing antennas and lines from WSRE.	X	
Additional climb for backup monopole, if needed.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to CES Team One.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		

Tasks	Motorola Solutions	Escambia County, FL
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Antenna and Transmission Line Installation		
Install (7) antenna(s) for the RF system.	X	
Supply and install (7) 6-foot side arm(s) for antenna mounts.	X	
Install up to 860 linear feet of 7/8-inch transmission line.	X	
Install up to 2150 linear feet of 1-1/4-inch transmission line.	X	
Perform sweep tests on transmission lines.	X	
Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.	X	
Supply and install (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.	X	
Deliverable: Antenna and Transmission Line installed.		
General Installation		
Install fixed equipment contained in the equipment list and system description.	X	
Relocate (3) racks of equipment from WSRE to Englewood: Rack 1 = Backhaul (routers & switches) SDM (4) receivers (1) GTR base radio rack mounted UPS OP8s Rack 2 = TRAK unit (2) combiners (5) GTR base radios and (1) receiver Rack 3 = GTR base radio and a RAD megaplex	X	
Reinstall racks at Englewood; interface to network	X	
Interface to antenna combiner network	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		

Tasks	Motorola Solutions	Escambia County, FL
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		

Tasks	Motorola Solutions	Escambia County, FL
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola Solutions	Escambia County, FL
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - Antenna Network Drawings for RF Sites (where applicable). - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Console Programming Template (where applicable). - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- No improvements are required service vehicle access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communication facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.

- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- The existing tower and shelter will not need any modifications
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.

Solution Pricing - $90,000

Pricing Good for (60) Days

Pricing based on the National HGAC Purchasing Contract

See Equipment list on the Following Page

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QTY	NOMENCLATURE	DESCRIPTION
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL

QTY	NOMENCLATURE	DESCRIPTION
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)

QTY	NOMENCLATURE	DESCRIPTION
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSCT11450P	CT11450P, POWER PREP TOOL FOR 1-1/4" CABLE
1	DSCT07850AIO2	CT07850AIO-2, PREP TOOL FOR 7/8" CABLE, 50 OHM
1	DSCT01250AIO2	CT01250AIO-2, PREP TOOL FOR 1/2" CABLE , 50 OHM
4	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1-1/4" & 1-5/8" AIRCELL COAX
4	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
4	DSSHU114	SH-U114, UNIVERSAL SNAP-IN HANGER FOR 1-1/4" AIRCELL COAX, PKG OF 10
4	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
10	DSCSU12158	COLD SHRINK WEATHERPROOFING 1/2" TO 1-5/8" AIRCELL COAX
1	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1-1/4" AIRCELL COAX
1	DSHG78	HG-78, LACE-UP HOISTING GRIP FOR 7/8" AIRCELL COAX

QTY	NOMENCLATURE	DESCRIPTION
1	DSHG12	HG-12, LACE-UP HOISTING GRIP FOR 1/2" AIRCELL COAX
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
2	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)

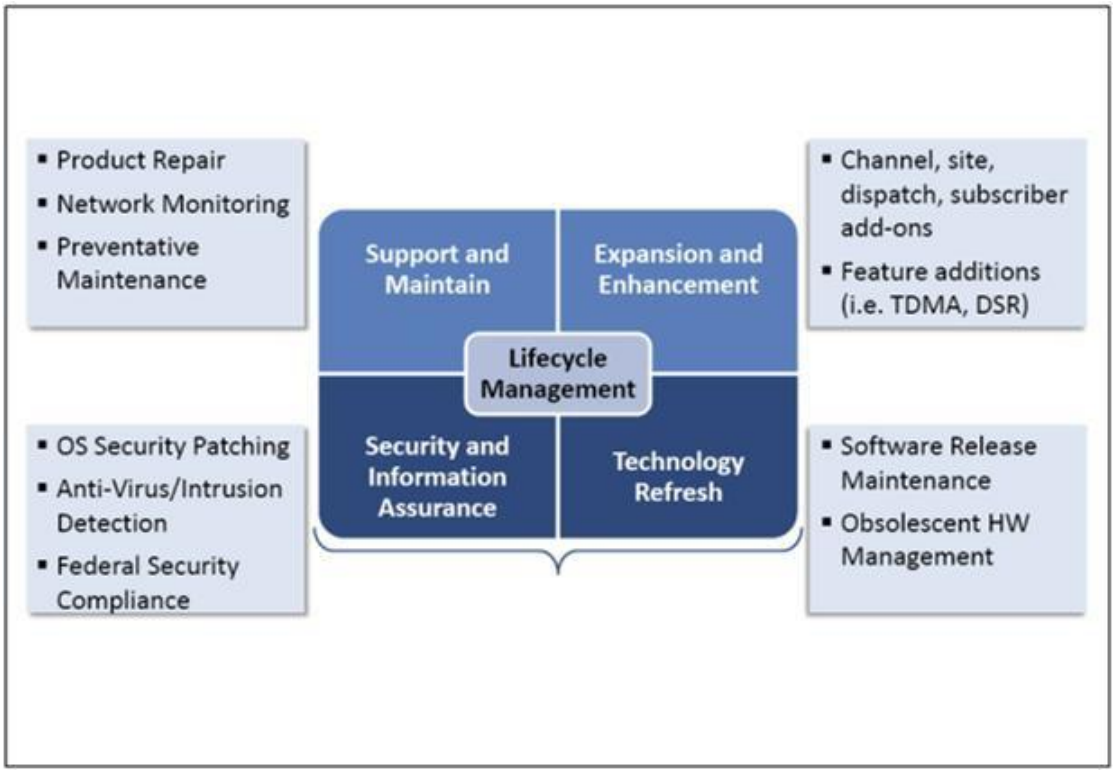
SECTION 4

LIFECYCLE MANAGEMENT THROUGH NETWORK UPDATES

4.1 OVERVIEW

Lifecycle management of Escambia County Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up- to-date. Throughout the lifecycle of Escambia County LMR network, maintenance and sustainment activities will be required (Refer to the diagram below.).

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services Escambia County LMR network will be able to support your communications requirements well into the future.



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The ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services to Escambia County. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola Solutions and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

4.2 NETWORK UPDATES SERVICE DETAILS

Network Updates is a complete package of hardware, software, and professional services required to update Escambia County ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. Network Updates provide a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.

Included features

Features Descriptions	Network Updates
Incremental Software Enhancements (Bug Fixes)	✓

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Features Descriptions	Network Updates
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at Escambia County site to execute upgrade.

SECTION 5

ADVANCED PLUS SERVICES STATEMENT OF WORK

5.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

5.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

5.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

5.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

5.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer’s specifications. Certified field technicians perform hands-on examination and

diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

5.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement

unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

5.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

Appendix D contains the SOW for Remote Security Patch Installation.

5.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub- systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest

available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

5.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance. MyView Portal also allows downloading of the checklists and uploading of the completed forms.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on competed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

5.1.9 SP - Microwave Services

1.0 Description of Services

Field Response Service provides for on-site technician Response as determined by pre-defined severity levels set forth in Table B and Response times set forth in Table A in order to Restore the System. The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part there of by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Services or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities

2.1 Motorola is providing Field Response Service, and will respond in accordance with this Statement of Work and Tables A and B.

2.2 Perform diagnostics on the Component/Field Replaceable Unit (FRU)/assembly

2.3 Restore the System by replacing defective Component/FRU/assembly:

2.3.1 FRU and assembly will be provided by Customer

2.4 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities

3.1 Establish and maintain a suitable environment for the Equipment and provide Motorola full, free, and safe access to the Equipment so that Motorola may provide Maintenance services.

3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System.

3.3 Maintain and store any and all Software needed to Restore the System.

3.4 Cooperate with Motorola and perform all tasks that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A: OnSite Response Times

Severity Level Response Time

Severity 1 Within 2 hours from receipt of notification

Severity 2 Within 4 hours from receipt of notification

Severity 3 Within 24 hours from receipt of notification

Response Times during standard business days

Table B: Severity Definitions

Severity Level Problem Types

Severity 1 Major system failure
33% of System down
33% of Site channels down
Site Environment Alarms (smoke, access, temp, A/C Power)
Response is provided Continuously

Severity 2 Significant System Impairment
Intermittent problems
Response during Standard Business Day

Severity 3 Parts Questions
Upgrades
Intermittent problems
System problems presently being monitored
Response during Standard Business Day.

5.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the Incident priority,trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.

1.4.3.2 System installations, upgrades, and expansions.

1.4.3.3 Customer training.

1.4.3.4 Hardware repair and/or exchange.

1.4.3.5 Network security services.

1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).

1.4.3.7 Information Assurance.

1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create an Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Incident notification preferences and procedure

1.6.4.2 Repair Verification Preference and procedure

1.6.4.3 Database and escalation procedure forms.

1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.5 Provide the following information when initiating a service request:

1.6.5.1 Assigned system ID number

1.6.5.2 Problem description and site location

1.6.5.3 Other pertinent information requested by Motorola to open an Incident.

1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.

1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is

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determined that system faults were caused by the customer making changes to critical system parameters

1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.

1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A .

1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

5.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
High	↖ **Consoles:** Console positions down (>= 33%) Console Site Link Down ↖ **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down ↖ **Conventional Channels:** >= 50% of conventional channels (CCGW) down ↖ **Devices:** Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites**: < 33% of channels down **Conventional Channels:** ↖ Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	**Minor events and warnings in the system** ↖ Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

5.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	Ethernet	Motorola

Motorola Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	

Monitored Elements Table		
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGEG	OSP	RTU
Microwave	OSS	Security
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS

Monitored Elements Table		
VPM	WebGUI	

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

5.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents.

Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution.

Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-

221- 7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.

1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions

and in the Priority Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	↖ **Consoles:** Console positions down (>= 33%) Console Site Link Down ↖ **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down ↖ **Conventional Channels:** >= 50% of conventional channels (CCGW) down ↖ **Devices:** Site Router/switch, GPS server down
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites**: < 33% of channels down **Conventional Channels:** ↖ Less than 50% of conventional channel down
Low	**Minor events and warnings in the system** ↖ Preventative & Planned Maintenance Activities (Scheduled Work)

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

5.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at https://businessonline.motorolasolutions.com, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3. All Broadband infrastructure over three (3) years from product cancellation date

1.4.4. Physically damaged infrastructure.

1.4.5. Third party equipment not shipped by Motorola

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.

1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2 Ship malfunctioning infrastructure components to the

original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent infor service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

5.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka “Patch Tuesday”); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non- Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours fortesting in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to

features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for

the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. During these times, the system will be in “Site trunking” mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases (“SERs”) and Field Service Bulletins (“FSB’s) are not part of this service. However, in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB’s and SER’s with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions–

Weekly Windows OS updates –

Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.

1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does

not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

5.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola‘s OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola’s Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

2.1. Receive service requests.

2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.

2.3. Dispatch a field servicer (“Servicer”) as required by Motorola’s standard procedures and provide necessary Incident information.

2.4. Provide the required personnel access to relevant customer information as needed.

2.5. Servicer will perform the following on-site:

2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

2.7. Replace defective Infrastructure or FRU, as supplied by customer.

2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.

211. Escalate the Incident to the appropriate party upon expiration of a response time.

2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.

2.13. Notify customer of Incident status as defined by the Customer Support Plan:

2.13.1 Open and closed; or

2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service.

3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

3.2.1. Incident notification preferences and procedure.

3.2.2. Repair verification preference and procedure.

3.2.3. Database and escalation procedure forms.

3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3. Provide the following information when initiating a service request:

3.3.1. Assigned system ID number.

3.3.2. Problem description and site location.

3.3.3. Other pertinent information requested by Motorola to open an Incident.

3.4. Allow Servicers access to equipment.

3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7. Maintain and store in an easily accessible location proper system backups.

3.8 For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

3.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	**Core:** Core server failures Core Link failure **Sites/Subsites:** Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	↖ **Consoles:** Console positions down (>= 33%) Console Site Link Down ↖ **Sites/Subsites:** < 33% of Sites/subsites down >= 33% of channels down ↖ **Conventional Channels:** >= 50% of conventional channels (CCGW) down ↖ **Devices:** Site Router/switch, GPS server down
Medium	**Consoles:** Console positions down (< 33% at a site) **Sites/Subsites**: < 33% of channels down **Conventional Channels:** ↖ Less than 50% of conventional channel down

Low	**Minor events and warnings in the system** ↖ Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as

5.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE LEVEL 1 STATEMENT OF WORK

Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment as purchased to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.
1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
1.3.3. System installations, upgrades, and expansions.
1.3.4. Customer training.
1.3.5. Hardware repair and/or exchange.
1.3.6. Network security services.
1.3.7. Network transport.
1.3.8. Information Assurance.
1.3.9. Motorola services not included in this statement of work.
1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1 Notify the customer of any planned system downtime needed to perform this Service.

1.4.2 Advise customer of issues that may require attention.

1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2 Authorize and acknowledge any scheduled system downtime.

1.5.3 Maintain periodic backup of databases, software applications, and firmware.

1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6 Provide site escorts in a timely manner if required.

1.5.7 Provide Motorola with requirements necessary for access to secure facilities.

1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

1.6.1 Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2 Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

Table 1 Preventive Maintenance Tasks

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MASTER SITE CHECKLIST - LEVEL 1	
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	

DISPATCH SITE CHECKLIST - LEVEL 1	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.

RF SITE CHECKLIST - LEVEL 1	
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook	Complete Site PM checks - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.

FACILITIES CHECKLIST - LEVEL 1	
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Full Optimization	Perform full optimization per vendor specifications
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1 (No Climb)	
GENERAL	
Line Sweeps	Perform signature sweep testing procedure and compare to baseline for any changes. Report any problems.
STRUCTURE CONDITION - From ground level only	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.

TOWER CHECKLIST - LEVEL 1 (No Climb)	
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

5.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola Solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A “board-level refresh” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond
(90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.

1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this

agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and he zone is a full T1.

1.9.2. Any link must realize or a sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minim QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these case must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	1
Zones in Operation(DSR/Dark Master site)	1
Zone Features: I&D, TDMA,Telephone Interconnect,CNI,HPD,IA,POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista,KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	14
Repeater/Stations(FDMA)	148
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	2
MCC7500 Operator Positions	20
Conventional Channel Gateways(CCGW)	22
Conventional Site Controller(GCP 8000)	0

LOGGING SYSTEM	
Number of AIS Servers	1
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0

NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	2
Number of Fault Management Clients/NFM Clients	1
Number of Fault Management RTUs	1
Number of NM Clients	2

5.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot

Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The

following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.

1.3.3 All broadband infrastructure three (3) years from product cancellation date

1.3.4 Physically damaged infrastructure.

1.3.5 Third party equipment not shipped by Motorola.

1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.3.7 Video retrieval from digital in-car video equipment.

1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.3.9 Test equipment.

1.3.10. Racks, furniture and cabinets.

1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.3.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature ofthe problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when

applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not

exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

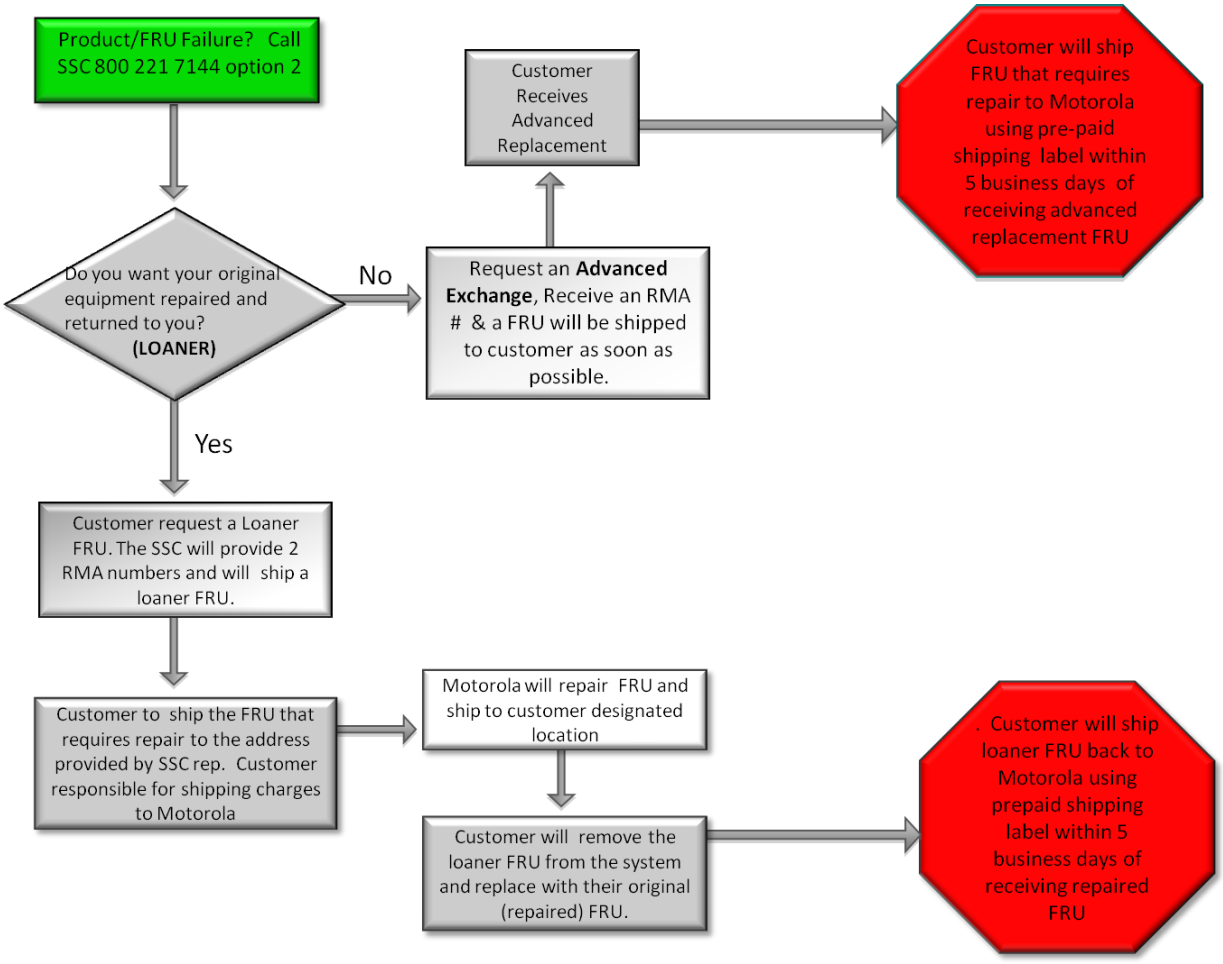

Figure 1-1: Advanced Exchange or Loaner Decision Process

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

Figure 1-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL

5.10 ADDENDUM

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

SECTION 6

PRICING SUMMARY

Pricing Based on the Enclosed Spreadsheet

10 Year Pricing for the Advanced Services Plan (Maintenance and System Upgrade Agreement (SUA) would be as follows:

$9,355,016 (Includes the $90,000 Project for the WSRE to Englewood Relocation.

If Contracted by August 14, 2020, Motorola Solutions will begin your P25 Radio System Upgrade to Release A2019.2 in the first two weeks of December 2020.

Note: The forces driving this deadline are related to the "Order Lead Time" for required Hardware, and the scheduling of the required Motorola "Upgrade Operations (U/O) personnel to perform the upgrade tasks.

Note: First Annual Billing would begin October 1, 2020

- Due to your current Radio Dispatch Consoles being on a Windows 7 Operating System, for the Security of the System, it's highly recommended to upgrade the Radio System which will include upgrading to a Windows 10 Operating System.
- P25 Radio System Release 7.15 "Standard Support" ended on October 1, 2018.
- Previous Proposal from March 11, 2019 was based on Upgrading Current System Release 7.15 to System Release 7.18.

6.1 MOTOROLA SOLUTIONS - 10 YEAR MAINTENANCE & SUA PRICING

Current Maintenance Contract - $429,552.28 - EXPIRES - 9-30-20

Escambia County	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Sale Price
Maintenance after 10 yr Discount	$ 380,050.00	$ 430,831.00	$ 439,448.00	$ 448,234.00	$ 457,190.00	$ 466,315.00	$ 475,650.00	$ 485,154.00	$ 494,869.00	$ 504,754.00	$ 4,582,495.00
SUA after 10 yr Discount	$ 530,073.00	$ 376,532.00	$ 384,868.00	$ 393,454.00	$ 402,297.00	$ 411,406.00	$ 420,789.00	$ 430,452.00	$ 440,406.00	$ 450,658.00	$ 4,240,935.00
Microwave Maint. after 10 yr Discount	$ -	$ -	$ -	$ 10,820.00	$ 72,454.00	$ 75,839.00	$ 76,762.00	$ 63,798.00	$ 70,289.00	$ 71,624.00	$ 441,586.00
WSRE to Englewood RF Site Relocation	$ -	$ 90,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,000.00
(See Note 8 below)											
Total	**$ 910,123.00**	**$ 897,363.00**	**$ 824,316.00**	**$ 852,508.00**	**$ 931,941.00**	**$ 953,560.00**	**$ 973,201.00**	**$ 979,404.00**	**$ 1,005,564.00**	**$ 1,027,036.00**	**$ 9,355,016.00**

Note 1: Pricing assumes a Contract by August 14, 2020 so that the System Upgrade from 7.15 to A2019.2 can/will occur the 1st two weeks of December.

Note 2: On the Microwave Pricing the following is included: MNI Networks Extended Warranty, MNI Networks Preventative Maintenance, MNI Advanced Replacements, 24/7 Technical Phone Support, Proteus Radio Firmware Update, Review of Spares, and Frequency Protection Services.

Note 3: Of the above Total SUA # - $2,760,162 would be for the Master Site (Core).

Note 4: Cost of a "One Time" Upgrade (As opposed to an SUA) from 7.15 to A2019.2 would be $2,826,262

Note 5: If the "DSR Option" (see below) was purchased add an additional $1,311,301 to the total #'s above.

Note 6: DSR Pricing would be - $594,000 - Assumes Installation Occurs at time of System Release Upgrade to A2019.2

Note 7: On the WSRE to Englewood RF Site Move, although this "task" will be part of the Contract, $90,000 will be billed upon final project completion/acceptance

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Escambia County	List	10 Year Pricing	Total 10 Year Savings
10 Year Maintenance	$6,769,344.00	$4,582,495.00	$2,186,849.00
10 Year SUA	$5,813,420.00	$4,240,935.00	$1,572,485.00
10 Year Microwave	$652,318.00	$441,586.00	$210,732.00
Totals	**$13,235,082.00**	**$9,265,016.00**	**$3,970,066.00**

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

SECTION 7

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Exhibit C

Payment Schedule

Customer will be invoiced in accordance with the following:

1. **Annual Services:**

Year	Service Period	Annual Payment
1	October 1, 2020 to September 30, 2021	$910,123.00
2	October 1, 2021 to September 30, 2022	$807,363.00
3	October 1, 2022 to September 30, 2023	$824,316.00
4	October 1, 2023 to September 30, 2024	$852,508.00
5	October 1, 2024 to September 30, 2025	$931,941.00
6	October 1, 2025 to September 30, 2026	$953,560.00
7	October 1, 2026 to September 30, 2027	$973,201.00
8	October 1, 2027 to September 30, 2028	$979,404.00
9	October 1, 2028 to September 30, 2029	$1,005,564.00
10	October 1, 2029 to September 30, 2030	$1,027,036.00
	Total	$9,265,016.00

The Customer will be invoiced annually in advance for Annual Services.

2. **WSRE Tower Move to Englewood Tower:**

Total Project price: $90,000

The Customer will be invoiced upon final acceptance of the project referenced above.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18238 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Change Order #1 to Purchase Order #200177 to Emergency Systems Services Inc.
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order for Emergency Systems Services, Inc. - Jason Rogers, Public Safety Director

That the Board approve and authorize the County Administrator or designee to execute Change Order #1 to Purchase Order #200177, to Emergency Systems Services, Inc., for unscheduled generator maintenance for the Communications Division.

Department:	Public Safety	Funding Source: 001, General Fund; Cost Center 330403, Object Code 54601
Division:	Communications	
Type:	Addition	
Amount:	$4,000	
Vendor:	Emergency Systems Services, Inc.	
Purchase Order:	200177	
Change Order:	1	
Original Award Amount	$28,980	
Cumulation Amount of Change Orders Through This Change Order:	$4,000	
New Purchase Order Total:	$32,980	

BACKGROUND:

Emergency System Services, Inc., provides both scheduled and unscheduled generator maintenance for the Public Safety Department. Additional funds are needed for unscheduled generator maintenance in order to maintain operability at Escambia County tower sites.

BUDGETARY IMPACT:

Department:	Public Safety	Funding Source: 001, General Fund; Cost Center 330403, Object Code 54601
Division:	Communications	
Type:	Addition	
Amount:	$4,000	
Vendor:	Emergency Systems Services, Inc.	
Purchase Order:	200177	
Change Order:	1	
Original Award Amount	$28,980	
Cumulation Amount of Change Orders Through This Change Order:	$4,000	
New Purchase Order Total:	$32,980	

Funding is available in Fund 001, General Fund, Cost Center 330403.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be submitted to the Office of Purchasing for processing.

Attachments

Purchase Order
Change Order Form

PURCHASE ORDER NO. 200177

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
050908 FAX: 251-986-3140
EMERGENCY SYSTEMS SERVICES INC
P O BOX 1178
LILLIAN AL 36549

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS 471-6425

ORDER DATE: 10/08/19	BUYER: SAVANNAH KRUSE	REQ. NO.: 20000208	REQ. DATE: 10/08/19
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: REPAIR & MAINTENANCE - PS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR SCHEDULED AND UNSCHEDULED REPAIR/MAINTENANCE TO GENERATORS EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY PUBLIC SAFETY 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	LOT	BLANKET PURCHASE ORDER FOR EMS GENERATORS SCHEDULED REPAIR AND MAINTENANCE FOR THE PERIOD OF 10/1/19 THRU 9/30/20	2185.0000	2,185.00
02	1.00	LOT	EMD GENERATORS SCHEDULED REPAIR & MAINTENANCE FOR THE PERIOD OF 10/1/19 THRU 9/30/20	1465.0000	1,465.00
03	1.00		COMMUNICATIONS GENERATORS - SCHEDULED REPAIR AND MAINTENANCE FOR THE PERIOD OF 10/1/19 THRU 9/30/20	10330.0000	10,330.00
04	1.00	LOT	COMMUNICATIONS UNSCHEDULED GENERATOR REPAIRS AND MAINTENANCE FOR THE PERIOD OF 10/1/19 THRU 9/30/20.	15000.0000	15,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330302	54601	2,185.00	
02	330402	54601	1,465.00	
03	330403	54601	10,330.00	
04	330403	54601	15,000.00	

PAGE TOTAL $	28,980.00
TOTAL $	28,980.00

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY Tamika P Siller

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.

Req#: 20000208
Po #: 200187

PUBLIC SAFETY DEPARTMENT GENERATORS

ESSI

Gen PM

Comms - $10,330 - 40.
EM - $1,465 00
EMS - $2,185 00

COMMUNICATIONS

Generator Description	Location	Property Number	# of Visits per Year	Oil Change Visit	Site Visit	Site Visit	Annual Cost
Generac 20KW Model # 10558090200 21008880	Big Lagoon Tower Site	NONE	3	$250.00	$135.00	$135.00	$520.00
Generac 20 KW - Model # 20A02676-A 2057873	Century Water Tower	49178	3	$285.00	$200.00	$200.00	$685.00
CAT Model #D50-6S-SER.# 00C44CGLD00912	Don Sutton Tower Site	NONE	3	$350.00	$160.00	$160.00	$670.00
Onan 75 KW - Model # 75.0DBV B860799312	Englewood Tower Site	City Prop.	3	$280.00	$145.00	$145.00	$570.00
Generac 50kw Diesel serial #8442256	Public Safety Tower Site		3	$300.00	$145.00	$145.00	$590.00
Generac 30KW 10015150200 2098713	Gonzales Tower Site	83J7-S.O.	3	$240.00	$150.00	$150.00	$540.00
Olympian Model # G35LG2 SER. # GXE01004	Gulf Breeze Tower Site	NONE	3	$230.00	$145.00	$145.00	$520.00
Generac - Model # 97A01561-S 2033968	Molino Health Dept. Tower Site	NONE	3	$280.00	$170.00	$170.00	$620.00
Onan 35 KW - Model # 35DGBB A980673262	North Site Tower Site	98C3-S.O.	3	$335.00	$200.00	$200.00	$735.00
Kohler 30 KW - Model # 30ROZJ61 391565	Pipeline Tower Site	46226	3	$270.00	$135.00	$135.00	$540.00
Generac 15 KW - Model #98A03452-S 2042378	Walnut Hill Tower Site	NONE	3	$275.00	$200.00	$200.00	$675.00
Generac 25 KW - Model # QT02516ANSN 4647441	Warrington Tower Site	NONE	3	$195.00	$135.00	$135.00	$465.00
Kohler 20 KW - Model # 20RZ 158337	WSRE Tower Site	41862	3	$200.00	$135.00	$135.00	$470.00
Generac 22 KW -Model #RG02224ANAX	I-10/4H Tower Site	NONE	3	$235.00	$135.00	$135.00	$505.00
Kohler 1000 KW- Model # 1000R0ZD4	Public Safety Building 6575 N "W" St	NONE	3	$900.00	$200.00	$200.00	$1,300.00
CAT 400 KW - Public Safety Back up	Public Safety Building 6575 N "W" St	NONE	3	$525.00	$200.00	$200.00	$925.00
						COMMUNICATIONS SUBTOTAL	$10,330.00

EMERGENCY MANAGEMENT

Generator Description	Location	Property Number	# of Visits per Year	Oil Change Visit	Site Visit	Site Visit	Annual Cost
Stamford 30 KW - Model # N/A Ser. #0111355/05	Perkins Portable/Public Safety Storage Bldg.	NONE	PER REQUEST	N/A	N/A	N/A	N/A
Martin Diesel-Yanmar Generator CGS-44YE	THOR Command Trailer/PS Storage Bldg.	NONE	2	$275.00	$135.00		$410.00
Carrier PC6000	THOR Command Trailer/PS Storage Bldg.	NONE	1	$175.00			$175.00
Honda Model # EB5000 Ser. # EA7-3111709	Honda Portable/Public Safety Storage Bldg	58532	1	$130.00			$130.00
Kohler 350 KW Protable - Model # 350REOZD 602562	Pensacola State College	NONE	3	$450.00	$150.00	$150.00	$750.00
						EMERGENCY MANAGEMENT SUBTOTAL	$1,465.00

EMS

Generator Description	Location	Property Number	# of Visits per Year	Oil Change Visit	Site Visit	Site Visit	Annual Cost
Kohler 80 KW - Model # 80ROZJ 393452	Century EMS Sub-Station	NONE	3	$360.00	$200.00	$200.00	$760.00
#1 Honda 6.5 KW - Model # ES6500 EA1-1077128	Public Safety Storage Building	44150	1	$130.00			$130.00
#2 Honda 6.5 KW - Model # ES6500 EA1-1070758	Public Safety Storage Building	44149	1	$130.00			$130.00
#3 Honda 5.0 KW - Model # EM5000S EA& 1119206	Public Safety Storage Building	41336	1	$130.00			$130.00
#4 Honda 5.0 KW - Model # EM5000S EA7 1118855	Public Safety Storage Building	41337	1	$130.00			$130.00
#5 Honda 2000 I - Ser# EAAJ1393351	Public Safety Medical Supply	NONE	1	$130.00			$130.00
Meco Alte Spa Model N/A Serial # 620327C3	Public Safety Storage Building/EMS Support Trailer	NONE	3	$150.00	$130.00	$130.00	$410.00
Power Tech 20 KW - Model # PTS MH-20AA KHA45DCA3213AA	Mobile 1 Command Trailer/PS Storage Bldg.	NONE	2	$235.00	$130.00		$365.00
						EMS SUBTOTAL	$2,185.00

GRAND TOTAL ANNUAL COSTS FOR SERVICE **$13,980.00**

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Office of Purchasing

Change Order Request – Purchasing Order / Release Order / Contract

Effective Date: 05/04/2020 Supersedes Date: 08/21/2000

Vendor Code: 050908 Vendor Name: Emergency Systems Services Inc

Project Number: P.O. #: 200177 C.O. #: 1

Notes for Modifying the Scope of Award:

Additional funds in the amount of $4,000 is needed to support unscheduled generator maintenance. Our generators range from 9 -30 years old and the upkeep to maintain these units are unpredictable.

To Modify the Existing Purchase Order:

Adding Dollars to Line Item #: $ 4.00 Quantity Adjustment: Blanket PO Amount: $ 4,000.00

Deleting Dollars from Line Item #: Quantity Adjustment: Amount:

Adding Dollars to Line Item #: Quantity Adjustment: Amount:

Deleting Dollars from Line Item #: Quantity Adjustment: Amount:

Modify Notes: Date of BCC Action: **Attach Résumé:**

Previous **Purchase Order** Total Dollars	Net Dollars Added or Subtracted	**New Total Dollars for Purchase Order**
$ 28,980.00	$ 4,000.00	$ 32,980.00

Previous **Contract** Total Dollars:	Net Dollars Added or Subtracted	**New Total Dollars for Contract**
$	$	$

Modifying Cost Center(s), Object Code(s)/Account(s) and Project Number(s):

Cost Center	Object Code	Project Number	+/- Change	Dollar Amount
330403	54601		4000	19,000

☐ 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 Payments Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval Tamika Date 7/8/20

Request Prepared By Tamika Williams Signature Date 07/08/2020

Office of Purchasing Review Agent: Date: Division Manager Date

County Administrator's Approval Date

Form F0020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18256 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: State-Funded Grant Agreement to Update the Hazardous Materials Facility Analysis Data
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State-Funded Grant Agreement to Update the Hazardous Materials Facility Analysis Data - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management in the amount of $11,681 to update the Hazardous Materials Facility Analysis Data for the period ending June 30, 2021:

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

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

C. Authorize the Manager of the Division of Emergency Management to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant.

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

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

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

BACKGROUND:

The State of Florida, Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis Data for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Grant Agreement, the Escambia County Division of Emergency Management will be paid up to $11,681 for providing contract deliverables in the effort to update this data by June 30, 2021.

BUDGETARY IMPACT:

State funds are being provided in an amount up to $11,681 with no match requirement.

[Funds for this Grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.]

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has certified that this Grant Agreement is approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's policies require Board approval for grant agreements.

IMPLEMENTATION/COORDINATION:

Coordination of this Grant Agreement will be between FDEM and the Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

Attachments

HAZMAT Agreement

Agreement Number: T0088

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the Terms and Conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the Agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the Agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the Terms and Conditions of the Agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's Terms and Conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Donna Ray
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4314
Email: donna.ray@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Eric Gilmore, Manager
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6409
Email: egilmore@myescambia.com

d. If different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the Terms and Conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2020 and shall end on June 30, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance

with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

a. This is a Fixed-Fee Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement (“Budget”). The maximum payment amount for the entirety of this Agreement is $ $11,681.00 .

d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment G, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a Final Reconciliation Report. The Final Reconciliation Report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term “improper payment” means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(9) RECORDS

a. As a condition of receiving State financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of

access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to the board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the State and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work, Attachment A, and all other applicable laws and regulations.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with a Close-Out Report in accordance with Attachment G. This Report shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by the Division.

b. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

d. The Recipient shall provide additional program updates or information that may be required by the Division.

e. The Recipient shall provide additional reports and information identified in Attachment A.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment G to this Agreement and reported in the Close-Out Report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance

and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a State agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by Registered Mail™ or Certified Mail®, Return Receipt Requested, to the address in Paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the Notification of Termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division

because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable State and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the Close-Out Report the subcontractor's progress and completion of its tasks and work performance under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All Attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the Attachments, the language of the Attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following Attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Justification of Advance Payment
Attachment E – Warranties and Representations
Attachment F – Certification Regarding Debarment
Attachment G – Schedule of Deliverables
Attachment H – 302 Facility List
Attachment I – Financial Invoice Form
Attachment J – Hazard Analysis Checklist
Attachment K – Hazard Analysis Site Visit (SV) Certification Form
Attachment L – Statement of Determination (SOD) Form
Attachment M – Close-Out Reporting Form

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is

requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment G and shall include the supporting documentation for the project or services. The Final Invoice shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of timely invoices per deliverable due date shall be submitted to the Division Grant Manager as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its Close-Out Report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable Statute or rule, or is unenforceable, then the provision shall

be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or State agency, and which receives funds under this Agreement from the State government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal, State or local department or agency;

ii. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this

Agreement. The Form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of State financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any State funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the Judicial Branch, or a State agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence Legislation or any other official action by the Florida Legislature or any State agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists.

The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a State University under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

By: _____

Name and title: _Steven Barry, BCC Chair_____

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court
BY:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-15-2020

FEID# __59-6000598_____

Include a copy of the Delegation of Authority for the Signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

DELEGATION OF AUTHORITY

To: Ashley Davis, Bureau Chief of Response

From: Jared Moskowitz, Director

Date: April 24, 2019

In your capacity as Bureau Chief of Response, you are authorized to act for me as specified below:

1. To execute and/or modify grant agreements, subgrant agreements, and other agreements involving Federal or State financial assistance for programs administered by the Bureau of Response;

2. To approve reimbursement requests and make payments in support of contracts, grants, or other forms of agreement for programs administered by the Bureau of Response;

3. To approve Travel Authorization Requests (TARs) for all authorized in-state travel by Bureau of Response Employees (Your own travel will be approved by me or my designee); and,

4. To approve claims for travel reimbursement for expenses incurred by personnel within the Bureau of Response (Your own travel will be approved by me or my designee); and,

5. To approve requisitions for purchase orders of an amount less than $35,000 (Any requisitions for purchase orders in excess of $35,000, or requiring the approval of the Department of Management Services, shall be reviewed and approved by the Director or his designee); and,

6. To approve Emergency Management Assistance Compact (EMAC) mission requests;

7. To submit and approve Fire Management Assistance Grant (FMAG) requests.

The exercise of any delegated authority must be in accordance with all applicable laws and rules and the Division's policies and procedures.

The Delegation supersedes all previous delegations and it shall remain in effect until superseded or rescinded.

DIVISION HEADQUARTERS
2555 Shumard Oak Blvd
Tallahassee, FL 32399-21

Tel:850-815-4000

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-563

A copy of this memorandum shall be maintained by Division Legal.

Jared Moskowitz, Director

Division Legal

cc: Division Legal, Personnel, Procurement, Inspector General, Financial Administrator

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title: **Hazardous Materials Planning & Prevention Program**

Catalog of State Financial Assistance Number: **31.067**

$ $11,681.00 (Amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. Hazards Analysis Contract Checklist and CAMEO*fm* Guide (Attachment J)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

Budget

Recipient: Escambia County

Performance Period: July 1, 2020 - June 30, 2021

Agreement Number: T0088

1. First Payment (40% of Contract Amount) 25% Analysis (Deliverable 1) submitted will be reviewed and ***must be approved*** before invoice can be submitted.	$ $4,672.40
2. Second Payment (40% of Contract Amount) 25% Analysis (Deliverable 2) submitted will be reviewed and ***must be approved*** before invoice can be submitted.	$ $4,672.40
3. Final Payment (20% of Contract Amount) Final Payment will not be made without required transmittal verifications, and final approved zip file uploaded to SharePoint folder.	$ $2,336.20
TOTAL AMOUNT	$ $11,681.00

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right-to-Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials (HazMat).

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the State level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for State and Federal hazardous materials (HazMat) programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State. Currently, SERC membership consists of 28 Governor appointed individuals who represent the interests of State and local government, emergency services, industry. and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials (HazMat) awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to

the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and transportation.

At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) (a county may elect to contract with the Regional Planning Committee (RPC) or qualified vendor). The Counties' Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) required under EPCRA and encompasses; identification of facilities and transportation routes of Extremely Hazards Substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The Recipient shall conduct Hazards Analyses (HA) for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.

B. The completed Hazards Analysis (HA) shall comply with the site-specific Hazards Analysis (HA) criteria outlined below for each facility listed in Attachment H. The primary guidance documents are Attachment J (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances. All Hazards Analyses (HA) shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.

C. Consult the Tier II Report in E-Plan prior to any on-site visits or phone updates for all facilities to be updated. Compare the E-Plan Tier II Report with information in the CAMEO*fm* Facility Page for each facility. Discuss any discrepancies with Facility Representatives during the on-site visit.

D. Conduct an on-site visit at each Attachment H facility to ensure accuracy of the Hazards Analysis (HA). Each applicable facility's Hazards Analysis (HA) information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* **http://www.epa.gov/cameo/cameo-software.** Each facility Hazards Analysis (HA) shall include, but is not limited to, the following items:

    1. Facility Information (**CAMEO*fm* Facility Page**)

        (a) Enter the facility name (per Attachment H) in the Facility Name field.

        (b) Enter the SERC number in the Department field. (Do not add the SERC Acronym just the number).

(c) Enter the Tier II Report year in the top right-hand corner of the main Facility Page.

(d) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.

(e) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.

(f) Enter the Facility phone number in the Facility Phones tab field.

(g) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.

(h) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the Notes tab of the Facility Page.

(i) Enter the route(s) used to exit the Threat Zone(s) in the Notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.

(j) Enter any past reportable releases that have occurred in the last five (5) years at the facility in the Notes tab of the Facility Page. Include a copy of the Section 304 follow-up report submitted to the LEPC. If it is determined that a facility has not had an accident, that shall be noted.

(k) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab.

(l) Select either the manned or unmanned check box and whether the facility is subject to Section 112(r) and/or Section 302 of EPCRA. All facilities should be subject to Section 302 unless a Statement of Determination (SOD) was submitted.

2. Hazard Identification (**CAMEO*fm* Chemical in Inventory Page**)

(a) For each Extremely Hazardous Substance (EHS) present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper Chemical Name and Chemical Abstract Service (CAS) number.

(b) Choose the appropriate description for the Type of Storage Container (drum, cylinder, tank etc.), Storage Pressure (ambient, greater than ambient etc.), and Storage Temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance (EHS) in those fields on the Location tab.

(c) On each Chemical in Inventory page created for each Extremely Hazardous Substance (EHS) present over the TPQ, enter ***in pounds*** (not range codes) the maximum quantity of each Extremely Hazardous Substance (EHS) in the Max Daily Amount field of the Physical State and Quantity tab.

(d) Enter the amount (***in pounds***) of each Extremely Hazardous Substance (EHS) stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (this is the amount used to determine the Vulnerable Zone in the scenario).

(e) Enter the Nature of the Hazard in the Physical State and Quantity tab section in the Hazards subtab (acute, chronic, fire, pressure, etc.). See CAMEO*fm* Chemicals at the top right and click box – look-up "Chemical".

3. Vulnerability Analysis (**CAMEO*fm* Scenario Page**)

(a) For each Extremely Hazardous Substance (EHS) present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.

(b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.

(c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
   (1) Gases – 10 minutes
   (2) Powders or Solids in Solution – 10 minutes
   (3) Liquids – No value shall be entered

(d) Enter the proper natural physical state of the chemical at room temperature in the physical state field (as specified in CAMEO*fm* Chemicals).

(e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.

(f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance EHS), previous release history, maintenance conditions etc.).

(g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO*fm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.

(h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the CAMEO*fm* Site Plan tab/Facility page and write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. Example: Total Exposed Population: See Marplot map (name of map SERC#TEP)

(i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape filed has been loaded. If using this method upload the map data image to the CAMEO*fm* Site Plan tab/Facility page and write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. Example: Critical Facilities: See Marplot map (name of map SERC#CF).

E. Supporting documentation may include Site Visit (SV) Certification Form, Statement of Determination or dated letter/email to the SERC, LEPC, and local fire department from the facility identifying the date removed and the reason the EHS is no longer present. Documentation shall be submitted to the Division with a list of the facilities for which a Hazards Analysis (HA) was not completed.

F. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, for all the facilities selected for review this grant year from Attachment H. Confirm the accuracy and completeness of information in the Hazards Analysis (HA). Upload to the Facility Page Site Plans Tab.

2. Submit a completed Hazards Analysis Site Visit (SV) Certification Form (Attachment K) for each facility visited to the Division (file name must contain at minimum the SERC number, *if applicable*, and the acronym SV). If the SERC number is not available, facility name, and the acronym SV (additional information allowed but not required). Upload to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or updated by phone.

   (a) Sulfuric Acid (Battery) Exemption facilities. On-site visit exception for sulfuric acid (batteries), does NOT apply to bulk storage of sulfuric acid.

      (1) For facilities listed on Attachment H that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an Site Visit (SV) Certification Form (Attachment K) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

      (2) In agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all Extremely Hazardous Substances (EHSs). The Site Visit (SV) Certification Form shall be signed by the Recipient and identify the facility representative, date of contact and the facility name and SERC number. Another on-site visit is not required in subsequent agreements, unless, the facility reports the presence of another Extremely Hazardous Substance (EHS) above Threshold Planning Quantity (TPQ). Nothing additional needs to be updated except new contact information, site plans or sulfuric acid battery changes if applicable.

      (3) If a facility representative reports the presence of an Extremely Hazardous Substance other than sulfuric acid in batteries, subsequent to the period of agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable CAMEO*fm* pages and tabs and submit a completed Site Visit (SV) Certification Form (Attachment K) to the Division.

3. For each facility for which a Hazard Analysis is conducted, a Hazard Analysis Site Visit (SV) Certification Form (Attachment K), a Site Plan (SP), and if applicable a Statement of Determination (SOD) (Attachment L) must be UPLOADED to the site plan tab of the CAMEO*fm* Facilities Page. File name must contain at a minimum, the SERC number, *if applicable*, and the acronym SV, SP, and SOD, *if applicable* (additional info allowed but not required).

The Site Plan (SP) shall contain sufficient detail to provide situational awareness and at a minimum include:

(a) Location of Major Buildings. North Arrow

(b) Name and location of Extremely Hazardous Substance(s) (EHS(s)). If Extremely Hazardous Substances are co-located, noting EHS is acceptable.

(c) Provide sufficient detail to identify where the Extremely Hazardous Substances (EHS) are stored.

(d) Name and location of street(s) in immediate vicinity, provide minimum of one cross street and the street the facility is located on. North Arrow.

(e) Identify pertinent access and egress point(s)

(f) Note any additional features and details pertinent to HazMat and medical response.

G. Deliverables – See Attachment G Schedule of Deliverables. All Deliverables shall be submitted through SharePoint. When Notifications are sent, the Division must receive transmittal documentation. A final Division-approved CAMEO*fm* zip file must be uploaded to SharePoint.

REIMBURSEMENT CONDITIONS

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement. However, the following limitations shall apply:

- First payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Second payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Third payment, the Division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this Agreement unless the Recipient is submitting for multiple deliverables.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular payment. However, under no circumstances shall the cumulative reimbursement amount for payments one (1) and two (2) exceed 80% of the overall amount authorized by this Agreement unless all three (3) Deliverables have been met.

FINANCIAL CONSEQUENCES

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and/or
- Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO*fm* files

Failure to submit deliverables within fifteen (15) days of their due date may result in the following penalty:

- Reduction of the deliverable payment amount to the Recipient by 25% for each thirty (30) day period following the aforementioned fifteen (15) day grace period. The first 25% reduction will

thus take effect sixteen (16) days after the due date, and each subsequent 25% reduction will take effect thirty (30) days after the previous reduction.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task and/or complete a deliverable required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment B

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes.

Attachment C

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS: (list applicable line items)	**Anticipated Expenditures**
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION: For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent

conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from ___8:00 am to 5:00 pm weekdays, excluding holidays_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all work for which they are hired by the Recipient.

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

_____

By: _____

Recipient's Signature ***Recipient's Printed Name***

_____ _____

Name and Title ***FDEM Agreement Number***

_____ _____

Street Address ***Project Number (if applicable)***

_____

City, State, Zip

_____

Date

Attachment G

Schedule of Deliverables

Deliverable #	Deliverables	Due Date	Price	Financial Consequences
1	• Provide completed CAMEO*fm* files for 25% of facilities listed in Attachment H, and upload into the FDEM designated SharePoint folder. • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, and SOD (when applicable) for all facilities. • Provide completed Attachment K Site Visit (SV) Certification Forms, and Attachment L Statement of Determination (SOD) Forms *when applicable*, to the FDEM Grant Manager. • Provide Attachment I Financial Invoice Form to the FDEM Grant Manager **following** Deliverable review *and approval*. This is not subject to the Deliverable due date.	November 15, 2020	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	• Provide completed CAMEO*fm* files for 25% of facilities listed in Attachment H, and upload into the FDEM designated SharePoint folder. • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, and SOD (when applicable) for all facilities. • Provide completed Attachment K Site Visit (SV) Certification Forms, and Attachment L Statement of Determination (SOD) Forms *when applicable*, to the FDEM Grant Manager. • Provide Attachment I Financial Invoice Form to the FDEM Grant Manager **following** Deliverable review *and approval*. This is not subject to the Deliverable due date.	March 15, 2021	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	• Provide completed Hazards Analysis (HA) (CAMEO*fm* zip file) to the Local Emergency Planning Committee (LEPC) *if applicable* and provide FDEM with notification of transmittal. • Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. • Upload the final "*approved*" CAMEO*fm* zip file into SharePoint. Use naming convention (County name, Final HA, Year).	June 15, 2021	20% of Contract Amount	Final Payment will not be made without required transmittal verifications, and final APPROVED zip file uploaded.
4	• Provide completed Attachment M Close-Out Report Form to the FDEM Grant Manager.	60 days after contract termination		

The Deliverables and Financial Consequences are subject to the Terms and Conditions throughout this Agreement and Attachment A, Budget and Scope of Work.

Attachment H

2020-2021 SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List obtained from E-Plan. Select 50% of the highest risk facilities to inspect this grant year. If you become aware or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was extracted from E-Plan in June 2020. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file that should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Contact FDEM staff listed below so that the facility can be added to the Division's Potential Non-Filer List.
- Sam.Brackett@em.myflorida.com
- Robert.Dietrich@em.myflorida.com

- **Remember: Complete only 50% of your entire Section 302 EHS List this grant year.**
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 1***
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST SENT VIA EMAIL WHICH SERVES AS THE BASIS FOR THIS ATTACHMENT.

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
7395	Walnut Hill Rail Facility 6125 Arthur Brown Rd Walnut Hill FL, 32568	Escambia	1	Name: Kristi Unzicker Contact Type: Fac. Emergency Coordinator Email: kristi.unzicker@genlp.com Work Phone :7138602606	Crude Oil	63,000,000	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Tank farm"/()
28760	Ascend Performance Materials--Pensacola Plant 3000 Old Chemstrand Rd. Cantonment FL, 32533-8926	Escambia	1	Name: Jeffery Bingle Contact Type: Fac. Emergency Coordinator Email: jnbing@ascendmaterials.com 24-hour Phone :850-293-5859	AMMONIA	32,142,980	"Above ground tank"/"Greater than ambient pressure"/"Less than ambient temp. / not cryog"/"Bldg. 326"/ "Other"/"Greater than ambient pressure"/"Greater than ambient temperature"/"Bldg. 467"/ "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Bldg. 331"/
7157	International Paper - Pensacola Mill 375 Muscogee Road Cantonment FL, 32533	Escambia	1	Name: Clifford Horton Contact Type: Fac. Emergency Coordinator Email: cliff.horton@ipaper.com Emergency Phone :850-968-5555	Sulfuric Acid 93%	3,200,000	"Tank inside building"/"Ambient pressure"/"Ambient temperature"/"ERCO 93% Head Tnk, Dwg#5:H-3"/860(pounds) "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Bleach Plnt 93% Tank, Dwg#5:H-4"/280,000(pounds) "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"P-5 93% Acid
25208	Trojan Battery Sales, LLC 27 Mason Lane Unit A Pensacola FL, 32505	Escambia	1	Name: Chris Dolan Contact Type: Fac. Emergency Coordinator Email: cdolan@trojanbatterysales.com Work Phone :727-231-5351	Lead Acid Batteries	480,000	"Battery"/"Ambient pressure"/"Ambient temperature"/"Throughout the faclility In racks and on the floor"/()
2673	Kraton Chemicals, LLC 411 SOUTH PACE BOULEVARD PENSACOLA FL, 32502	Escambia	1	Name: Angelia Simonton Contact Type: Fac. Emergency Coordinator Email: angelia.simonton@AZCHEM.COM 24-hour Phone :4046634863	Phenol [Hydroxybenzene]	325,861	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"N2000 TANK FARM"/241,549(pounds) "Tank wagon"/"Ambient pressure"/"Greater than ambient temperature"/"TANK WAGON"/45,000(Pounds)
31682	GULF POWER - CRIST POWER PLANT 11999 PATE ROAD PENSACOLA FL, 32514	Escambia	1	Name: James Fowler Contact Type: Primary Email: James.Fowler@nexteraenergy.com Work Phone :850-505-2283	Ammonia (anhydrous)	309,000	"Above ground tanks"/"Ambient pressure"/"Ambient temperature"/"Anyhdrous Ammonia - Unit 6 Cooling Tower"/309,000(pounds)
49620	Pensacola Coca-Cola Bottling Company United, Inc. 7330 North Davis Highway Pensacola FL, 32504	Escambia	1	Name: Raymond Turner Contact Type: Fac. Emergency Coordinator Email: raymondturner@ccbcu.com 24-hour Phone :3343034631	Lead - Batteries	154,635	"Battery"/"Ambient pressure"/"Ambient temperature"/"Entire Facility/Warehouse"/() "Battery"/"Ambient pressure"/"Ambient temperature"/"Entire Facility/Warehouse"/144,935(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Warehouse"/()
31536	Verizon Wireless Olive-MTSO: Switch (FLW6237122) 111 East Olive Road Pensacola FL, 32514	Escambia	1	Name: Susan Calderon Contact Type: Fac. Emergency Coordinator Email: susan.calderon@verizonwireless.com	LEAD ACID BATTERIES	89,164	"Battery"/"Ambient pressure"/"Ambient temperature"/"Inside-Main Bldg - EBRE-1"/2,400(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Inside-Main Bldg - DC Power Room"/83,376(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Inside-Main Bldg -
36019	US NAVY NAVAL AIR STATION PENSACOLA 150 HASE ROAD, BLDG. 1500 PENSACOLA FL, 32508-5217	Escambia	1	Name: TIMOTHY DIAS Contact Type: Fac. Emergency Coordinator Email: TIMOTHY.DIAS2@NAVY.MIL Mobile - Cell Phone :850-554-5659	SULFURIC ACID	84,768	"Battery"/"Ambient pressure"/"Ambient temperature"/"FIRE ALARM BATTERIES ASSOCIATED WITH FACILITY LOCATION - 3480"/() "Battery"/"Ambient pressure"/"Ambient temperature"/"UPS BATTERIES ASSOCIATED WITH FACILITY LOCATIONS - 38, 40, 225, 280, 458, 600, 601, 602, 603, 623, 624, 625, 626, 628, 633, 680, 684, 741, 1500, 1519, 1534, 1735, 1771, 1852,
28740	CEREX Advanced Fabrics, INC 610 Chemstrand Road Cantonment FL, 32533	Escambia	1	Name: Bart Warner Contact Type: Fac. Emergency Coordinator Email: bwarner@cerex.com 24-hour Phone :850-380-3983	anhydrous hydrogen chloride	39,416	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Tube Trailer Unloading Area"/39,416(pounds)
8816	GROCERY SUPPLY ACQUISTION 4150 WEST BLOUNT STREET PENSACOLA FL, 32505	Escambia	1	Name: Anthony Kimmons Contact Type: Fac. Emergency Coordinator Email: anthony.kimmons@mdvnf.com 24-hour Phone :850-501-0541	Sulfuric acid	35,201	"Other"/"Ambient pressure"/"Ambient temperature"/"General Warehouse"/51,242(Pounds) "Other"/"Ambient pressure"/"Ambient temperature"/"General Warehouse"/51,242(Pounds) "Battery"/"Ambient pressure"/"Ambient

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
9651	MCI- PENNFL (VZB- FLPENNFL) 1490 E NINE MILE RD PENSACOLA FL, 32514	Escambia	1	Name: DANNY WOODHAM Contact Type: Fac. Emergency Coordinator Email: danny.woodham@verizon.com 24-hour Phone :800-386-9639	LEAD ACID BATTERIES	34,780	"Battery"/"Ambient pressure"/"Ambient temperature"/"Floor 1"/1,516(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Floor 1 - STRING 1"/16,632(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Floor 1 - String 2"/16,632(pounds)
7297	Sunbelt Rentals PC #267 6802 PENSACOLA BLVD PENSACOLA FL, 32505	Escambia	1	Name: Arthur Price Contact Type: Fac. Emergency Coordinator Email: pcm267@sunbeltrentals.com 24-hour Phone :(850) 316-6875	BATTERIES, [WET, FILLED WITH ACID]	34,474	"Battery"/"Ambient pressure"/"Ambient temperature"/"Batteries in rental equipment across the site"/34,474(pounds)
49884	GE Generators Pensacola 8301 Scenic Hwy Pensacola FL, 32514	Escambia	1	Name: Robert Irish Contact Type: Primary Email: robert.irish@ge.com Emergency Phone :6104627855 24-hour Phone :6104627855	Lead Acid Batteries	33,840	"Battery"/"Ambient pressure"/"Ambient temperature"/"Throughoutsite"/15,207(pounds)
30450	Sam's Club #8119 1250 Airport Blvd. Pensacola FL, 32504	Escambia	1	Name: Krste Kajmakoski Contact Type: Fac. Emergency Coordinator Email: cassie.clark@walmart.com Work Phone :850-484-7508	Batteries Lead-Acid Batteries	32,702	"Battery"/"Ambient pressure"/"Ambient temperature"/"Battery Charging Area"/32,417(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Electrical Room"/285(pounds)
34553	United Rentals Branch 65N 401 West Burgess Road Pensacola FL, 32503	Escambia	1	Name: Frankie Shields Contact Type: Fac. Emergency Coordinator Email: bshields1@ur.com Work Phone :850-433-8801	Lead-acid batteries	31,740	"Battery"/"Ambient pressure"/"Ambient temperature"/"Various locations in mobile equipment"/()
15581	BellSouth - W BELMONT ST - 31471 30 W BELMONT ST PENSACOLA FL, 32501	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	22,856	"Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/22,812(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/44(pounds)
8289	EXXONMOBIL CHEMICAL COMPANY 604 CHEMSTRAND ROAD CANTONMENT FL, 32533	Escambia	1	Name: Timothy Spenner Contact Type: Tier II Emergency 24 Hour Contact Email: tim.spenner@exxonmobil.com 24-hour Phone :732-609-0687	Sulfuric acid	20,374	"Battery"/"Ambient pressure"/"Ambient temperature"/"800, 801, 802, 803 Buildings"/20,374(pounds)
8288	BUFFALO ROCK - PENSACOLA 8801 GROW DRIVE PENSACOLA FL, 32514	Escambia	1	Name: John Isbell Contact Type: Fac. Emergency Coordinator Email: john.isbell@buffalorock.com Emergency Phone :(850) 857-3774	Sulfuric acid	11,073	"Other"/"Ambient pressure"/"Ambient temperature"/"Batteries in mobile equipment"/2,438(pounds)
8287	Reichhold, LLC2 425 South Pace Blvd. Pensacola FL, 32502	Escambia	1	Name: Felix Dan Contact Type: Fac. Emergency Coordinator Email: Dan.Felix@reichhold.com Mobile - Cell Phone :814-241-8229	Phenol, Solid	9,500	"Steel Drum"/"Ambient pressure"/"Ambient temperature"/"WAREHOUSE"/9,500(pounds)
40112	Pensacola Christian College 250 Brent Lane Pensacola FL, 32503	Escambia	1	Name: Stephen Click Contact Type: Fac. Emergency Coordinator Email: sClick@pcci.edu 24-hour Phone :(850) 418-2714	Sulfuric Acid	9,500	"Other"/"Ambient pressure"/"Ambient temperature"/"Golf Cart Storage (Q)"/2,500(pounds) "Other"/"Ambient pressure"/"Ambient temperature"/"Grounds Building (R)"/1,264(pounds) "Other"/"Ambient pressure"/"Ambient temperature"/"Distribution Center
14296	BellSouth - E OLIVE RD - 31475 1725 E OLIVE RD PENSACOLA FL, 32514	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	9,150	"Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/23(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/9,127(pounds)

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
8733	CSX TRANSPORTATION - Goulding Yard 4100 SYCAMORE DRIVE PENSACOLA FL, 32508	Escambia	1	Name: Tom Lobello Contact Type: Fac. Emergency Coordinator Email: tom_lobello@csx.com 24-hour Phone :(985) 778-1237	Lead Acid Battery	8,859	"Battery"/"Ambient pressure"/"Ambient temperature"/"8th Avenue"/725(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"9th Avenue"/515(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Airport Blvd"/725(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Alcaniz Street"/1,520(pounds)
19930	Mondelez Global LLC - Pensacola 333 N 14th Avenue Pensacola FL, 32501	Escambia	1	Name: Sean Rulon Contact Type: Fac. Emergency Coordinator Email: sean.rulon@mdlz.com 24-hour Phone :973-945-8937	Lead Acid Batteries	7,700	"Battery"/"Ambient pressure"/"Ambient temperature"/"Forklift batteries throughout the facility"/7,700(pounds)
23056	BellSouth -515 S OLD CORRY FIELD RD - 31472 515 S OLD CORRY FIELD RD PENSACOLA FL, 32507	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	7,128	"Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/7,105(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/23(pounds)
31748	DAL Global Services, LLC-PNS 2430 Airport Blvd Pensacola FL, 32504	Escambia	1	Name: Chris Smith Contact Type: Fac. Emergency Coordinator Email: chris.smith@delta.com 24-hour Phone :850-832-1792	Lead Acid Battery	6,700	"Battery"/"Ambient pressure"/"Ambient temperature"/"beltloaders, jet tugs at Gate 10"/6,700(pounds)
39311	GULF POWER - PINE FOREST FACILITY 9920 PINE FOREST ROAD PENSACOLA FL, 32534	Escambia	1	Name: Kevin Beaty Contact Type: Fac. Emergency Coordinator Email: kevin.beaty@nee.com Mobile - Cell Phone :850-336-6141	Sulfuric acid in Batteries	6,192	"Other"/"Ambient pressure"/"Ambient temperature"/"Sulfuric Acid in Batteries - CFI Building"/6,192(Pounds)
1353	CROWN HEALTH CARE LAUNDRY SERVICES, PENSACOLA 1501 NORTH GUILLEMARD STREET PENSACOLA FL, 32501	Escambia	1	Name: Rick Hamlin Contact Type: Fac. Emergency Coordinator Email: jbrand@crownlaundry.com Work Phone :850-438-7578	Peracetic Acid, Solution (Advacare Disinfec	6,113	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Daily usage tanks are in plant behind contianment wall and bulk is in shipping drums from chemical company are stored in warehouse "/10,784(pounds) "Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"In plant chemical area with spare chemicals in warehouse"/8,500(pounds)
42063	Hitachi Cable America Inc. 9101 Ely Road Pensacola FL, 32514	Escambia	1	Name: Ronald Conley Contact Type: Fac. Emergency Coordinator Email: ronald.conley.eg@hca.hitachi-cable.com	Sulfuric Acid and Water	6,000	"Battery"/"Ambient pressure"/"Ambient temperature"/"Powered Industrial Trucks"/()
1358	US NAVY NAVAL AIR STATION PENSACOLA - CORRY STATION 440 ROBERTS AVENUE PENSACOLA FL, 32511-5138	Escambia	1	Name: TIMOTHY DIAS Contact Type: Fac. Emergency Coordinator Email: TIMOTHY.DIAS2@NAVY.MIL 24-hour Phone :850-452-4785	SULFURIC ACID	5,770	"Battery"/"Ambient pressure"/"Ambient temperature"/"UPS BATTERIES ASSOCIATED WITH FACILITY LOCATIONS - 501, 502, 503, 504, 505, 511, 512, 513, 514, 516, 544, 545, 1084, 1094, 1099, 3705, 3714, 3744, 3748, 3757, 3776, 3781, 3783, 4118, BASE-WIDE"/() "Battery"/"Ambient pressure"/"Ambient temperature"/"EQUIPMENT BATTERIES
1354	PENSACOLA MTC 2120 West Jordan St. PENSACOLA FL, 32505	Escambia	1	Name: Rick Stacey Contact Type: Fac. Emergency Coordinator Email: rick.stacey@cox.com Work Phone :850-314-8129	Sulfuric Acid	5,106.2	"Battery"/"Ambient pressure"/"Ambient temperature"/"Battery Room"/5,106.2(pounds)
1352	# 57 Royal Battery Distributor 315 N Tarragona Street Pensacola FL, 32505	Escambia	1	Name: Richard Halberstadt Contact Type: Fac. Emergency Coordinator Email: rhalberstadt@royalbattery.com Work Phone :321-727-7232	SULFURIC ACID	5,000	"Battery"/"Ambient pressure"/"Ambient temperature"/"Throughout warehouse"/5,000(pounds)
30398	The Lewis Bear Company -Pensacola 6120 Enterprise Drive Pensacola FL, 32505-1858	Escambia	1	Name: Robbie Brown Contact Type: Fac. Emergency Coordinator Email: Robbie@thelewisbearco.com Mobile - Cell Phone :850 55-9074	Sulfuric Acid	4,999	"Battery"/"Ambient pressure"/"Ambient temperature"/"throughout site"/4,625(pounds)

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
28243	Osceola Municipal Golf Course 300 Tonawanda Drive Pensacola FL, 32506	Escambia	1	Name: Edward Daigle Contact Type: Fac. Emergency Coordinator Email: edaigle@cityofpensacola.com Work Phone :850-453-7575	Sulfuric acid	4,999	"Battery"/"Ambient pressure"/"Ambient temperature"/"Osceola Municipal Golf Course"/1,537(pounds)
4339	U.S. Postal Service Pensacola P&DC 1400 West Jordan Street Pensacola FL, 32501-9998	Escambia	1	Name: Steve Owensby Contact Type: Fac. Emergency Coordinator Email: Steven.R.Owensby@USPS.Gov Work Phone :850-434-9113	Sulfuric Acid	4,522	"Battery"/"Ambient pressure"/"Ambient temperature"/"battery room"/600(Pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"in equipment"/2,808(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"Battery
30317	UNIVERSITY OF WEST FLORIDA 11000 UNIVERSITY PARKWAY PENSACOLA FL, 32514	Escambia	1	Name: Ron Northrup Contact Type: Tier II Emergency 24 Hour Contact Email: rnorthru@uwf.edu 24-hour Phone :850-450-3948	Chlorine	3,384	"Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Building 44"/300(pounds) "Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Building 73"/300(pounds) "Tank inside building"/"Greater than ambient pressure"/"Ambient
55	National Distributing Company - Pensacola 6256 North W Street Pensacola FL, 32505	Escambia	1	Name: Joe Esposito Contact Type: Fac. Emergency Coordinator Email: Joe.Esposito@rndc-usa.com Work Phone :850-418-6508	Sulfuric Acid	2,472	"Battery"/"Ambient pressure"/"Ambient temperature"/"In lead acid batteries in onsite machinery"/2,472(pounds)
31153	BellSouth - 31709 521 MUSCOGEE RD CANTONMENT FL, 32533	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	2,380	"Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/2,368(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/12(pounds)
9858	US NAVY NAVAL AIR STATION PENSACOLA - SAUFLEY FIELD 6469 SAUFLEY FIELD ROAD PENSACOLA FL, 32509-5237	Escambia	1	Name: TIMOTHY DIAS Contact Type: Fac. Emergency Coordinator Email: TIMOTHY.DIAS2@NAVY.MIL 24-hour Phone :850-452-4785	SULFURIC ACID	2,026	"Battery"/"Ambient pressure"/"Ambient temperature"/"UPS BATTERIES ASSOCIATED WITH FACILITY LOCATIONS - 2434, 2435, BASE-WIDE"/()
9859	Reddy Ice - Pensacola (330) 1511 West Government Street Pensacola FL, 32501	Escambia	1	Name: James Furkin Contact Type: Fac. Emergency Coordinator Email: jfurkin@reddyice.com Work Phone :(904) 631-5363	AMMONIA (ANHYDROUS)	2,000	"Above ground tank"/"Greater than ambient pressure"/"Greater than ambient temperature"/"High-pressure/temperature liquid and vapor in two high-pressure receivers and one evaporative condenser located outside the east door to the engine room at the south end of the building."/200(pounds) "Tank inside building"/"Greater than ambient pressure"/"Less than ambient temp.
44464	U.S. EPA - Gulf Ecosystem Measurement & Modeling 1 Sabine Island Drive Gulf Breeze FL, 32561	Escambia	1	Name: Jeanne Scott Contact Type: Primary Email: scott.jeanne@epa.gov Mobile - Cell Phone :850-736-5481 Work Phone :850-934-9275	Sulfuric Acid	1,875	"Battery"/"Ambient pressure"/"Ambient temperature"/"BLDG 10,20,47/49,65 Generator"/262.8(pounds) "Glass bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"BLDG 39 RM C"/9.6(pounds) "Glass bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"B20
4011	BellSouth - 36027 6913 PINE FOREST RD PENSACOLA FL, 32526	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	1,788	"Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/1,776(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/12(pounds)
33652	BellSouth - 31347 5575 LARIMER AVE PENSACOLA FL, 32507	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	1,788	"Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/1,776(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/12(pounds)
40580	FL, PENSACOLA POP 305 N. 6TH AVE PENSACOLA FL, 32501	Escambia	1	Name: Robert Ingram Contact Type: Fac. Emergency Coordinator Email: Robert.W.Ingram@sprint.com Work Phone :251-321-1250	SULFURIC ACID	1,668	"Battery"/"Ambient pressure"/"Ambient temperature"/"BATTERY ROOMS (WITHIN BATTERY)"/

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
29772	FL-50027_Charter Communications_Cantonment 240 Hwy 97 South Cantonment FL, 32533	Escambia	1	Name: Eric Lotter Contact Type: Fac. Emergency Coordinator Email: eric.lotter@charter.com 24-hour Phone :256-571-5245	Sulfuric Acid	1,418	"Battery"/"Ambient pressure"/"Ambient temperature"/"center of building"/()
32706	Pensacola 2500 North Palafox Pensacola FL, 32501	Escambia	1	Name: David Bloome for Centurylink Contact Type: Fac. Emergency Coordinator Email: david.bloome@centurylink.com 24-hour Phone :866-864-2255	Sulfuric Acid	1,417	"Battery"/"Ambient pressure"/"Ambient temperature"/"1st floor battery room"/1,417(pounds)
2770	802053 - CAMELOT 3341 MCLEMORE DRIVE PENSACOLA FL, 32514	Escambia	1	Name: DON SNYDER Contact Type: Fac. Emergency Coordinator Email: DON.SNYDER@CROWNCASTLE.COM	Sulfuric acid	1,248	"Other"/"Ambient pressure"/"Ambient temperature"/"ENTIRE FACILITY"/1,248(pounds)
15734	Level 3 Communications - Pensacola - ESLYFL01 7891 Sears Blvd Pensacola FL, 32514	Escambia	1	Name: Unicall Emergency Center Contact Type: Fac. Emergency Coordinator Email: david.bloome@centurylink.com Emergency Phone :866-864-2255	Sulfuric Acid	1,219	"Battery"/"Ambient pressure"/"Ambient temperature"/"Battery Room"/1,219(pounds)
31552	THOMPSON TRACTOR - PENSACOLA 2650 WEST NINE MILE ROAD PENSACOLA FL, 32534-9423	Escambia	1	Name: JOE LANGSTON Contact Type: Fac. Emergency Coordinator Email: JosephLangston@ThompsonTractor.com	Sulfuric acid	1,200	"Other"/"Ambient pressure"/"Ambient temperature"/"Fleet equipment on lot; inside warehouse (new batteries); inside warehouse (used batteries)"/1,200(pounds) "Box"/"Ambient pressure"/"Ambient temperature"/"Parts Warehouse"/1,200(pounds)
33647	AT&T - FLA093 4910 Helton Lane Pensacola FL, 32526	Escambia	1	Name: EH&S Hotline Contact Type: Fac. Emergency Coordinator Email: g43573@att.com Emergency Phone :1-800-KNOWEHS (1-	SULFURIC ACID	1,196	"Battery"/"Ambient pressure"/"Ambient temperature"/"With Engine - N/A"/12(pounds) "Battery"/"Ambient pressure"/"Ambient temperature"/"N/A"/1,184(pounds)
33648	GULF POWER - CORPORATE OFFICE 500 BAYFRONT PARKWAY PENSACOLA FL, 32520	Escambia	1	Name: Barton Sessions Contact Type: Fac. Emergency Coordinator Email: Barton.Sessions@nee.com Mobile - Cell Phone :850-619-4780	Sulfuric acid in batteries	1,157	"Other"/"Ambient pressure"/"Ambient temperature"/"Sulfuric Acid in Batteries - Battery Storage Room Penthouse and 2nd Floor"/1,157(Pounds)
2783	Peoples Water Service company of Florida, Inc. Well #3 34 Mindoro Cr. Pensacola FL, 32507	Escambia	1	Name: Theo Deleon Contact Type: Primary Email: Theodeleon@Peopleswaterservice.com Mobile - Cell Phone :850-221-9452	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"inside masonry block building behind door marked chlorine"/900(pounds)
32813	E C U A / WELL PLANT 6 105 EAST DESOTO STREET PENSACOLA FL, 32501-3154	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"in building"/900(pounds)
32814	E C U A / SPANISH TRAIL WELL 4010 JERRY MAYGARDEN ROAD PENSACOLA FL, 32504	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
44625	E C U A / KINGSFIELD WELL 2168 TATE ROAD CANTONMENT FL, 32533	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/900(Pounds)

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
44626	E C U A / ROYCE STREET WELL PLANT 600 ROYCE STREET PENSACOLA FL, 32503	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
44627	E C U A / UNIVERSITY WELL PLANT 1681 GOVERNORS DRIVE PENSACOLA FL, 32514	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
49053	E C U A / DUNAWAY WELL PLANT 7710 DUNAWAY ROAD AT 8 MILE CREEK ROAD BELLVIEW FL, 32526	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
16470	E C U A / MCALLISTER WELL PLANT 5810 MCALLISTER ROAD PENSACOLA FL, 32504	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
36752	E C U A / SWEENEY WELL PLANT 10411 NORTH PALAFOX STREET PENSACOLA FL, 32534-1262	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
46387	E C U A / BROAD WELL PLANT 690 BROAD STREET PENSACOLA FL, 32534	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
46388	E C U A / GEORGE WATSON WELL PLANT 49 1141 MEDFORD AVENUE AT HAVRE WAY PENSACOLA FL, 32505-2731	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/400(Pounds) "U"/"U"/"U"/"Entire Facility"/400(Pounds)
46389	E C U A / F AND SCOTT WELL 1110 WEST SCOTT STREET PENSACOLA FL, 32501	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
34643	E C U A / W AND AVERY WELL PLANT 2900 WEST AVERY STREET PENSACOLA FL, 32505-6320	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
37617	E C U A / WEST PENSACOLA WELL PLANT 4091 LILLIAN HIGHWAY NEAR MOBILE HIGHWAY PENSACOLA FL, 32506-4212	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Above ground tank"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
50277	E C U A / HAGLER WELL PLANT 4190 AIRFIELD ROAD AT MUNICIPAL AIRPORT SOUTH PENSACOLA FL, 32504	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
583	E C U A / VILLA DRIVE WELL PLANT 11 VILLA DRIVE PENSACOLA FL, 32506-5535	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
27340	E C U A / LILLIAN WELL PLANT 8105 LILLIAN HIGHWAY AT FAIRFIELD DRIVE PENSACOLA FL, 32506-3747	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
34146	E C U A / ELLYSON WELL PLANT 2902 EAST JOHNSON AVENUE PENSACOLA FL, 32514	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
4890	E C U A / WEST WELL PLANT 1420 WEST CERVANTES STREET PENSACOLA FL, 32505	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
874	E C U A / PENSACOLA BEACH PUMP 425 PENSACOLA BEACH BOULEVARD GULF BREEZE FL, 32561-2023	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	900	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
6155	Farm Hill Utilities Inc - Well # 4 120 Madrid Road Cantonment FL, 32533	Escambia	1	Name: Shaun Condon Contact Type: Fac. Emergency Coordinator Email: SCondon21@gmail.com 24-hour Phone :850-554-5023	Chlorine	750	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"In cl2 Room"/750(pounds)
13845	Farm Hill Utilities Inc - Well # 3 287 Nowak Road Cantonment FL, 32533	Escambia	1	Name: Shaun Condon Contact Type: Fac. Emergency Coordinator Email: SCondon21@gmail.com Work Phone :850-554-5022	Chlorine	750	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"In cl2 room"/750(pounds)
1169	Farm Hill Utilities Inc - Well # 2 109 Rittenberry Road Cantonment FL, 32533	Escambia	1	Name: Shaun Condon Contact Type: Fac. Emergency Coordinator Email: SCondon21@gmail.com Work Phone :850-554-5022	Chlorine	750	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"In cl2 Room"/750(pounds)
37392	E C U A / MCCRORY WELL PLANT 10615 NEW CHEMSTRAND ROAD CANTONMENT FL, 32533	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	750	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
13879	E C U A / OLF 4A WELL PLANT 551 EAST NINE MILE ROAD PENSACOLA FL, 32514	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	750	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
13863	E C U A / CANTONMENT WELL PLANT 325 BECKS LAKE ROAD CANTONMENT FL, 32533	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	750	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
4126	Town of Century WWTP 7360 Jefferson Ave. Century FL, 32535	Escambia	1	Name: Heath Burkett Contact Type: Fac. Emergency Coordinator Email: hburkett@centuryflorida.us 24-hour Phone :850-256-3208	Chlorine	750	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"7350 jefferson ave."/750(pounds) "Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"7350 jefferson ave."/750(pounds)
1171	MOLINO UTILITIES INC WELL #3 5331 CHESTNUT RD. MOLINO FL, 32577	Escambia	1	Name: CHARLES WEAVER Contact Type: Fac. Emergency Coordinator Email: weaver.cr@gmail.com Mobile - Cell Phone :850-449-4543	CHLORINE	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"in center of pumphouse chlorine room"/600(pounds)
32043	MOLINO UTILITIES INC WELL #4 7445 GIBSON RD. MOLINO FL, 32577	Escambia	1	Name: CHARLES WEAVER Contact Type: Fac. Emergency Coordinator Email: weaver.cr@gmail.com Home Phone :850-754-0104	chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"on westside of building in chlorine room"/600(pounds)
32046	E C U A / SOUTHWEST PUMP STATION 12250 SORRENTO ROAD PENSACOLA FL, 32507	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/400(Pounds)
22190	E C U A / DAVIS WELL PLANT 6661 NORTH DAVIS HIGHWAY PENSACOLA FL, 32504	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
11342	E C U A / HUMPHREYS WELL 2115 DOUGLAS AVENUE PENSACOLA FL, 32514	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
30922	E C U A / TENNANT WELL PLANT 2017 BROYHILL LANE BELLVIEW FL, 32526	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)
34610	E C U A / OLIVE ROAD PLANT 2502 EAST OLIVE ROAD PENSACOLA FL, 32514-6226	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/400(Pounds)
24635	ECUA West Nine Mile Rd 3015 W Nine Mile Rd Pensacola FL, 32534	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov 24-hour Phone :(850)698-4670	Chlorine	600	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"Within Building on site "/600(pounds)
72	WELL 3 1351 PAULINE STREET CANTONMENT FL, 32533	Escambia	1	Name: RUSSSELL BRACKEN Contact Type: Tier II Emergency 24 Hour Contact Email: operations@gonzalezutilities.org Tier II Emergency 24 Hour Contact Phone	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds) "Cylinder"/"Ambient pressure"/"Ambient temperature"/"1351 Pauline Street"/600(pounds)
38989	WELL 2R 1610 OLD CHEMSTRAND ROAD CANTONMENT FL, 32533	Escambia	1	Name: RUSSELL BRACKEN Contact Type: Tier II Emergency 24 Hour Contact Email: operations@gonzalezutilities.org Tier II Emergency 24 Hour Contact Phone	Chlorine	600	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/600(Pounds)

SERC	Facility Name / Address	County	LEPC	Contact Info	Chemical Name	MaxDaily Qty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
39446	WELL 1 1351 PAULINE ST CANTONMENT FL, 32533	Escambia	1	Name: RUSSELL BRACKEN Contact Type: Fac. Emergency Coordinator Email: OPERATIONS@GONZALEZUTILITIES.ORG	CHLORINE	600	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"INSIDE WELL HOUSE"/()
40504	E C U A / CARRIAGE HILLS WELL PLANT 5550 ESPERANTO DRIVE - NEAR CLUB HOUSE BELLVIEW FL, 32526	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	450	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/400(Pounds)
39447	Muldoon Well 3110 Muldoon Rd Pensacola FL, 32526	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	450	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"Within Building on site "/300(pounds) "Cylinder"/"Ambient pressure"/"Ambient temperature"/"Within Building on site "/450(pounds)
39450	ECUA Mobile Hwy Pumping Station 7630 Mobile Hwy Pensacola FL, 32526	Escambia	1	Name: Douglas Patterson Contact Type: Fac. Emergency Coordinator Email: douglas.patterson@ecua.fl.gov Work Phone :(850)969-3360	Chlorine	300	"Cylinder"/"Ambient pressure"/"Ambient temperature"/"Within Building on site "/900(pounds) "Cylinder"/"Ambient pressure"/"Ambient temperature"/"Within Building on site "/300(pounds)
39449	Town of Century well 1 8630 Blackmon St Century FL, 32535	Escambia	1	Name: Heath Burkett Contact Type: Fac. Emergency Coordinator Email: hburkett@centuryflorida.us 24-hour Phone :850-256-3208	Chlorine	300	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"inside chlorine room"/300(pounds) "Cylinder"/"Ambient pressure"/"Ambient temperature"/"8630 blackmon st"/300(pounds)
39272	Town of Century Well 2 9201 Academy st Century FL, 32535	Escambia	1	Name: Heath Burkett Contact Type: Fac. Emergency Coordinator Email: hburkett@centuryflorida.us 24-hour Phone :850-256-3208	Chlorine	300	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"inside chlorine room"/300(pounds) "Cylinder"/"Ambient pressure"/"Ambient temperature"/"9201 Academy st"/300(pounds)
46086	Town of Century well 3 400 tedder rd Century FL, 32535	Escambia	1	Name: Heath Burkett Contact Type: Fac. Emergency Coordinator Email: hburkett@centuryflorida.us 24-hour Phone :850-256-3208	Chlorine	300	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"inside chlorine room"/300(pounds) "Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Dedicated chlorine room"/300(pounds)

ATTACHMENT I
FINANCIAL INVOICE FORM
2020-2021 HAZARDS ANALYSIS GRANT AGREEMENT

RECIPIENT:	Escambia County	**AGREEMENT #:**	T0088
ADDRESS:			
PERIOD OF PERFORMANCE:		**FEIN #:**	

DELIVERABLES & INVOICE AMOUNTS				**AMOUNT REQUESTED BY SUB-RECIPIENT**	**AMOUNT APPROVED BY FDEM**
#	**MINIMUM PERFORMANCE REQUIREMENTS**	***BUDGET AMOUNT PER DELIVERABLE***			
1	No later than November 15, 2020, provide completed CAMEO*fm* files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	$4,672.40		
2	No later than March 15, 2021, provide completed CAMEOfm files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	$4,672.40		
3	No later than June 15, 2021, provide a complete correct copy of the ***"approved"*** HA CAMEO*fm* file to the LEPC and FDEM with a copy of the transmittal letter. Upload the final ***"approved"*** CAMEO*fm* zip file into SharePoint folder.	**20% of HA Agreement Amount**	$2,336.20		
			TOTAL AMOUNTS:	**$0.00**	
					TO BE COMPLETED BY FDEM

I certify to the best of my knowledge and belief the billed costs are in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

_____ _____
Signature of Authorized Official ***Date***

TOTAL HA GRANT AMOUNT: _____

AMOUNT PREVIOUSLY PAID: _____

AMOUNT PAYABLE THIS INVOICE: _____

REMAINING BALANCE: _____

Attachment J

Hazard Analysis Contract Checklist and CAMEO*fm* Guide

Facility Information: CAMEO*fm* Facility Page	
	Facility Name {per Attachment H} **(Facility Page)**
	Department field is where the SERC number goes. **Do not add the SERC acronym just the number**.
	Enter the current Tier II report year **(Top right-hand corner main facility page)**
	Facility Physical Address (**Facility Page)**
	Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621} **(Map Data Tab on Facility Page)**
	Facility Phone Number **(Facility Phones Tab on Facility Page)**
	Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number **(Contact Tab on Facility Page)**
	Transportation Route(s) from County Line to the Facility. **(Notes Tab on Facility Page)**
	Evacuation Route(s) to exit the Vulnerable Zone. **(Notes Tab on Facility Page)**
	Historical Accident Record - If none, please note. **(Notes Tab on Facility Page)**
	Facility Maximum Occupancy - a minimum of one is required for unmanned facilities. (ID Codes Tab on facility Page)
	Facility Page (**ID and Regs Tab**) Mark correct 112(r) and Section 302 check boxes, max occupancy, facility manned or unmanned.
Hazard Identification: CAMEO*fm* Chemical in Inventory Page for each Extremely Hazardous Substance on-site	
	Update Chemical in Inventory page for each Extremely Hazardous Substance Present over the TPQ (Chemical in Inventory Page{s})
	Enter Chemical Abstract Service (CAS) **Number and Proper Chemical Name (Chemical in Inventory Page{s})**
	Type/Design, Pressure and Temperature of Container(s) cylinder, battery, ambient etc. **(Chemical in Inventory Page{s}, Location Tab)**
	Physical State in Storage {ex. mixture, pure, liquid, gas} **(Chemical in Inventory Page{s}, Physical State and Quantity Tab)**
	Enter max daily, average daily amount in **lbs. (Chemical in Inventory Page{s}, Physical State and Quantity Tab)**
	Enter amount in Largest Container or Interconnected Containers **(Chemical in Inventory Page{s}, Physical State and Quantity Tab)** This is the amount to be used in the scenario release.
	Nature of the Hazard {ex. acute, chronic, fire, pressure, etc.} **Chemical in Inventory Page{s}, Physical State and Quantity Tab- Hazards**
Vulnerability Analysis: CAMEO*fm* Scenario Page for each Extremely Hazardous Substance on-site	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field **(Scenario Description tab)** (This amount must be the same as the Chemical in Inventory page **Maximum amount in largest container tab amount**)
	Enter the concentration percentage in the Concentration field **(Scenario Description tab)**
	Enter Release Duration - 10 minutes for gases, solids in solution or powders; no entry for liquids is required. **(Scenario Description tab)**
	Determine the natural Physical State specified in CAMEO*fm* Chemicals, and enter in the Physical State field **(Scenario Description tab)**
	Weather Information - Use the weather default settings or enter average wind speed. Do not enter a value in the Wind from field, Urban or Forest is recommended in the Ground Roughness field. **(Scenario Description tab)**
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history etc.). **(Scenario Description tab)**
	Extent of Vulnerable Zone - CAMEO*fm* automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used. **(Scenario Description tab)**
	Enter estimate of Total Exposed Population **(Notes Tab on Scenario Page{s})**
	Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} **(Notes Tab on Scenario Page{s})**
On-Site Visits, Statements of Determination, and Site Plans For each Facility within the Agreement Period.	
	Site Visit Certification (SV) Form **(Upload to Site Plan Tab on Facility Page)**. File name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV. Phone call updates for the Sulfuric Acid Battery Exemption Facilities must indicate who made the call, the name of the facility representative spoken to, and the date of call.
	Statement of Determination (SOD) if applicable (Upload to Site Plan Tab on Facility Page). File name must contain at minimum SERC number if applicable and proper acronym SOD - if SERC number is not available facility name and SOD, if applicable.
	Site Plan (SP) **(Upload to Site Plan Tab on Facility Page**) File name must contain at minimum the SERC number if applicable and SP – if SERC number is not available the facility name and SP – additional info encouraged but not required.
	Sufficient Detail to Identify: North Arrow
	Location of Major Buildings
	Name and Location of Extremely Hazardous Substance(s) if Extremely Hazardous Substances are co-located, noting EHS is acceptable.
	Name and Location of Street(s) - List the street the facility is on and at a minimum one cross street.
	Identify Pertinent Access and Egress Points and other features pertinent to Emergency Response.

ATTACHMENT K

Hazards Analysis Site Visit (SV) Certification Form

2020-2021 Hazards Analysis Grant

PLEASE PRINT

FACILITY NAME

STREET ADDRESS, CITY & ZIP CODE

COUNTY

SERC ID #

NAME OF FACILITY REPRESENTATIVE

FACILITY REPRESENTATIVE SIGNATURE

DATE SIGNED

SITE VISIT PERFORMED BY

SITE VISIT DATE

SIGNATURE

The Individuals signing above certify that a Hazards Analysis Site Visit was conducted on the date listed above.

☐ If a telephone update was conducted instead of site visit, please check the box.

NOTES

☐ Check if facility representative was informed about using E-Plan for EPCRA Tier II on-line filing. (https://erplan.net/eplan/login.htm)

ATTACHMENT L
Statement of Determination
(Check Only One)

☐ **Exempt from Reporting for Filing Year** _____
(*Due to Chemicals Being Removed or Under Threshold for the Filing Year)*

☐ **Deregistration**
(Facility Decommissioned)

SITE INSPECTION DATE:

FACILITY NAME:					
PHYSICAL ADDRESS, CITY & ZIP:					
LEPC:		**COUNTY:**		**SERC #**	

SECTIONS 302-303	☐ Extremely Hazardous Substance(s) EHSs ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**
	☐ EHSs ***WERE*** present on-site during the during the current filing year.	**DATE**
	☐ ***NO*** EHSs ***WERE*** present on-site during the current filing year. ***ALL EHSs WERE REMOVED AS OF THIS DATE:***	
SECTIONS 311 - 312	☐ Extremely Hazardous Substance(s) EHSs ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**
	☐ EHSs ***WERE*** present on-site during the during the current filing year.	**DATE**
	☐ ***NO*** EHSs ***WERE*** present on-site during the current filing year. ***ALL EHSs WERE REMOVED AS OF THIS DATE:***	
SECTION 313	☐ Not within covered NAICS Codes.	
	☐ Within covered NAICS Codes, but less than ten (10) employees.	
	☐ Within covered NAICS Codes, but ***NO*** Section 313 chemicals ***WERE*** present on-site during the current filing year. ***ALL SECTION 313 CHEMICALS WERE REMOVED AS OF THIS DATE:***	**DATE**
	☐ Within covered NAICS Codes, and Section 13 chemicals ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**

OTHER	**CLOSED FACILITY** ☐ YES ☐ NO	**CHEMICALS REMOVED** ☐ YES ☐ NO	**CHEMICALS BELOW ESTABLISHED TPQs** ☐ YES ☐ NO	**FACILITY CLOSED/CHEMICALS REMOVED BY DATE:**
	NEW FACILITY ☐ YES ☐ NO	**DATE EHS(s) WERE ON-SITE:**		
		DATE EHS(s) EXCEEDED THE ESTABLISHED TPQ:		

Further Explanation if Necessary:

Certification: (*Read and Sign After Completing All Applicable Sections)*

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this page, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

_____
Printed Name of Owner/Operator OR Owner/Operator's Authorized Representative

_____ _____
Signature ***Date Signed***

By signing this Form, I certify to the best of my knowledge and belief that the information reported is in accordance with the terms and conditions of this Agreement.

_____ _____
Signature of LEPC Coordinator/County Official or Authorized Representative ***Date Signed***

ATTACHMENT M

CLOSE-OUT REPORT FORM

2020-2021 HAZARDS ANALYSIS GRANT AGREEMENT

This form should be completed and submitted to the Division no later than sixty (60) days after the termination date of the Agreement.

SUB-RECIPIENT: Escambia County

ADDRESS:

GRANT # T0088 **AGREEMENT AMT:** **$11,681.00**

For Each Deliverable, Enter the Award Amount from Attachment A - Budget and Scope of Work.

COST CATEGORY	*HA AGREEMENT DELIVERABLE AMOUNTS*	*DATE SUBMITTED*	*TOTAL AMOUNT PAID PER DELIVERABLE*
Deliverable 1	**$4,672.40**		
Deliverable 2	**$4,672.40**		
Deliverable 3	**$2,336.20**		
Total Deliverables Amount:	**$11,681.00**	***Total Paid for Completed Deliverables:***	**$0.00**

HA AGREEMENT AMOUNT:	**$11,681.00**
AMOUNT PREVIOUSLY PAID:	**$0.00**
UNUSED BALANCE:	**$11,681.00**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the Terms and Conditions of the State-Funded Hazards Analysis Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise as proscribed by law.

Printed Name & Title

Signature *Date Signed*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18212 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: FY 2019/2020 Escambia County Expenditure Comparison Summary Reports and Community Partners Reports, for the 3rd Quarter, which ended 6/30/2020
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 Reports and Community Partners Reports for the 3rd Quarter, Which Ended 6/30/2020 - 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, Expenditure Comparison Summary by Division/Cost Center, and Community Partner Reports for the third quarter, which ended June 30, 2020.

As of June 30, 2020, Escambia County Expenditure Comparison by fund total percent of budget utilized is at 43%; the Fiscal Year 2019 percent of budget utilized was 44%. Total expenditures as of June 30, 2020, are $349 million, while total expenditures, as of June 30, 2019, were $382 million. Current encumbrances of $78.6 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 community partners receiving funds 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, during the Board of County Commissioners 2nd Budget Hearing, the Board agreed that all community partners 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 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 Community Partner Goals and 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 By Fund

3rd Quarter Goals and Metrics Scorecards

FY 2019/2020 ESCAMBIA COUNTY EXPENDITURE COMPARISON SUMMARY BY FUND

		FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Fund Number	County Fund Name	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
001	GENERAL FUND	$ 236,025,578	$ 141,086,777	$ 94,938,801	60%	$ 225,824,162	$ 136,466,163	$ 89,357,998	60%
101	ESCAMBIA CTY RESTR	2,423,062	414,926	2,008,136	17%	2,306,673	395,494	1,911,178	17%
102	ECONOMIC DEVELOPME	400,276	6,962	393,315	2%	392,036	-	392,036	0%
103	CODE ENFORCEMENT FUND	3,315,738	1,539,988	1,775,750	46%	3,162,184	1,878,178	1,284,006	59%
104	MASS TRANSIT	16,232,239	8,583,213	7,649,026	53%	15,358,121	9,114,377	6,243,744	59%
106	M AND A STATE I FUND	70,461	10,549	59,912	15%	76,083	8,639	67,444	11%
108	TOURIST PROMOTION	15,286,218	7,814,382	7,471,837	51%	13,881,609	7,153,689	6,727,920	52%
110	OTHER GRANTS & PRO	3,890,004	753,789	3,136,215	19%	4,416,453	1,123,938	3,292,515	25%
111	DETENTION/JAIL COM	4,999,445	803,703	4,195,742	16%	4,388,262	1,064,395	3,323,867	24%
112	DISASTER RECOVERY	1,923,642	205,659	1,717,983	11%	1,515,646	232,958	1,282,688	15%
113	LIBRARY FUND	10,178,868	3,695,455	6,483,413	36%	9,580,621	4,784,845	4,795,776	50%
114	MISDEMEANOR PROBATION	2,091,507	1,373,276	718,231	66%	2,172,470	1,426,490	745,980	66%
115	ARTICLE V FUND	7,583,725	2,715,502	4,868,223	36%	7,852,326	3,184,351	4,667,976	41%
116	DEVELOPMENT REVIEW	1,894,988	586,731	1,308,257	31%	2,081,512	941,802	1,139,710	45%
117	PERDIDO KEY BEACH	1,010,867	61,402	949,465	6%	857,683	31,424	826,259	4%
118	GULF COAST RESTORA	20,159,657	779,643	19,380,014	4%	20,964,812	2,721,982	18,242,829	13%
120	S.H.I.P	3,142,522	1,132,895	2,009,627	36%	3,323,858	1,119,780	2,204,078	34%
121	LAW ENFORCEMENT TR	339,900	339,900	-	100%	436,625	346,700	89,925	79%
124	ESC AFFORDABLE HOUSING	1,764,430	31,339	1,733,091	2%	1,663,567	18,053	1,645,515	1%
129	CDBG HUD ENTITLEME	4,815,361	700,385	4,114,975	15%	3,958,814	1,035,574	2,923,240	26%
130	HANDICAPPED PARKING	285,677	10,732	274,945	4%	303,836	23,511	280,325	8%
131	FAMILY MEDIATION FUND	96,608	1,009	95,599	1%	96,517	2,758	93,759	3%
143	FIRE PROTECTION FUND	18,642,693	12,835,114	5,807,578	69%	18,339,684	13,386,298	4,953,386	73%
145	E-911 OPERATIONS FUND	2,051,504	977,299	1,074,205	48%	1,997,859	1,003,547	994,312	50%
146	HUD-CDBG HOUSING	203,596	12,186	191,411	6%	157,610	2,594	155,016	2%
147	HUD - HOME FUND	4,956,780	263,225	4,693,555	5%	4,350,774	177,485	4,173,289	4%
151	COMMUNITY REDEVELOMENT	6,799,234	1,837,383	4,961,851	27%	5,759,769	1,546,424	4,213,346	27%
167	BOB SIKES TOLL FACILITY	13,675,426	3,412,280	10,263,147	25%	14,025,569	2,241,420	11,784,149	16%
175	TRANSPORTATION TRUST	27,390,514	17,111,893	10,278,621	62%	26,929,244	16,647,193	10,282,051	62%
177	MSBU ASSESSMENT PROG	7,848,004	2,438,083	5,409,921	31%	2,165,243	823,147	1,342,096	38%
181	MASTER DRAINAGE BASIN	844,319	38,526	805,793	5%	775,148	61,191	713,957	8%
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	41,093,537	27,955,069	60%	126,865,553	28,995,864	97,869,689	23%
320	FTA-CAPITAL PROJECCT	2,935,537	240,761	2,694,776	8%	3,052,072	324,616	2,727,456	11%
352	LOST III	68,397,136	11,148,214	57,248,921	16%	88,300,775	16,833,651	71,467,124	19%
353	LOST IV	90,381,524	23,265,878	67,115,646	26%	66,124,180	16,297,571	49,826,609	25%
401	SOLID WASTE FUND	49,945,985	10,259,526	39,686,459	21%	44,953,037	13,101,709	31,851,328	29%
406	INSPECTION FUND	7,368,985	1,909,404	5,459,581	26%	6,174,980	1,798,594	4,376,386	29%
408	EMERGENCY MEDICAL	29,707,229	12,737,686	16,969,544	43%	29,128,394	13,074,914	16,053,480	45%
409	BAY CENTER FUND	9,897,021	6,256,970	3,640,051	63%	9,212,722	6,635,919	2,576,803	72%
501	INTERNAL SERVICE FUND	43,720,328	27,269,479	16,450,849	62%	42,575,821	26,191,839	16,383,983	62%
		$ 805,030,803	$ 349,080,191	$ 455,950,612	**43%**	$ 877,219,685	$ 382,462,561	$ 494,757,124	**44%**
	CURRENT ENCUMBRANCES:		78,634,091						
			$ 427,714,282		**53%**				

FY 2019/2020 ESCAMBIA COUNTY EXPENDITURE COMPARISON SUMMARY BY DIVISION/COST CENTER

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
11	110101	ADMINISTRATION	$ 2,262,203	$ 1,083,123	$ 1,179,080	48%	$ 2,139,696	$ 1,089,458	$ 1,050,238	51%
11	110102	LOST IV DISCRETION	12,888,713	202,704	12,686,009	2%	3,458,890	-	3,458,890	0%
11	110201	ADMINISTRATION	51,407,267	15,243,780	36,163,487	30%	48,946,564	13,624,514	35,322,050	28%
11	110210	IIDC OPERATING	479,576	111,324	368,252	23%	564,161	118,854	445,307	21%
11	110211	IIDC WATER & SEWER	337,189	22,140	315,049	7%	439,039	-	439,039	0%
11	110215	NON-DEPT. - TRANSF	18,690,683	11,960,531	6,730,152	64%	16,532,762	9,965,478	6,567,284	60%
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	1,836,100	2,361,900	44%	4,198,000	1,843,500	2,354,500	44%
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	-	759,375	(759,375)		-	671,734	(671,734)	
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	971,377	3,725,623	21%	4,789,509	1,007,899	3,781,610	21%
11	110263	NON-DEPT GRANT RES	278,722	-	278,722	0%	26,558	-	26,558	0%
11	110265	PERDIDO KEY PUB IM	19,897	-	19,897	0%	5,337	-	5,337	0%
11	110267	PUBLIC FAC & PROJ	12,363,792	3,800,090	8,563,702	31%	11,074,158	583,295	10,490,864	5%
11	110272	SRIA BEACH RENOURI	-	856,639	(856,639)		-	854,704	(854,704)	
11	110273	LOST ECONOMIC DEVE	371,979	-	371,979	0%	2,633,399	2,371,420	261,979	90%
11	110274	PCOLA BCH RESTROOM	600,693	(70,437)	671,130	-12%	671,131	-	671,131	0%
11	110275	SRIA	4,640	-	4,640	0%	4,640	-	4,640	0%
11	110276	PUBLIC FAC & PROJ	16,452,890	4,852,500	11,600,390	29%	15,930,406	3,126,324	12,804,082	20%
11	110277	LOST ECONOMIC DEVE	2,438,702	1,629,988	808,714	67%	1,252,655	614,547	638,108	49%
11	110302	EXECUTIVE SUPPORT	665,996	463,624	202,372	70%	642,934	358,050	284,884	56%
11	110304	COMPLIANCE & ETHIC	355,725	63,054	292,671	18%	-	-	-	
11	110501	OPERATIONS	9,234,982	3,322,852	5,912,130	36%	8,751,781	4,288,016	4,463,764	49%
11	110502	MAINTENANCE	393,893	199,706	194,187	51%	377,158	250,671	126,487	66%
11	110503	INFORMATION SYSTEM	465,897	172,499	293,398	37%	404,657	223,644	181,012	55%
11	110504	LIBRARY DONATIONS	25,533	-	25,533	0%	23,778	-	23,778	0%
11	110507	MUSEUM ON MAIN STR	-	-	-		3	3	0	99%
11	110508	PLAN INNOVATION GR	1	-	1	0%	3	2	1	63%
11	110509	FRIENDS LIBRARY DO	58,562	398	58,164	1%	23,242	22,509	733	97%
11	110601	ADMINISTRATION	1,597,057	1,114,531	482,526	70%	1,674,290	1,211,649	462,641	72%
12	120101	ASST COUNTY ADMINI	186,038	78,617	107,421	42%	175,082	114,109	60,973	65%
13	130101	ADMINISTRATION	233,666	87,272	146,394	37%	336,600	288,330	48,270	86%
14	140201	OMB-ADMIN	839,967	619,129	220,838	74%	754,763	564,768	189,995	75%
14	140301	BOB SIKES TOLL-ADM	820,369	539,055	281,314	66%	803,319	508,842	294,477	63%
14	140302	BOB SIKES TOLL-OPE	11,506,057	1,869,389	9,636,669	16%	11,903,249	724,852	11,178,397	6%
14	140304	BOB SIKES TOLL-TRA	1,349,000	1,003,836	345,164	74%	1,319,001	1,007,726	311,275	76%
14	140550	MAGNOLIA LAKES STR	16,258	10,809	5,449	66%	15,950	11,405	4,545	72%
14	140551	MSBU-MCARTHUR LANE	1,342	901	441	67%	1,342	924	418	69%
14	140552	SUGAR CREEK STR LI	1,661	1,115	546	67%	1,661	1,099	562	66%
14	140555	MSBU-WHISPER WAY S	4,730	2,855	1,875	60%	4,356	2,903	1,453	67%
14	140556	MSBU MAYFAIR STREE	58,300	38,739	19,561	66%	55,000	37,910	17,090	69%
14	140557	MSBU TWIN OAKS STR	8,250	4,801	3,449	58%	8,250	4,712	3,538	57%
14	140558	MSBU MIRABELLE STR	11,443	7,420	4,023	65%	11,443	7,496	3,947	66%
14	140559	MSBU BAUER ESTATES	495	298	197	60%	495	276	219	56%
14	140560	MSBU CARRAIGE HILL	10,120	6,852	3,268	68%	9,460	6,609	2,851	70%
14	140561	MSBU LAS BRISAS ST	15,180	9,842	5,338	65%	15,180	9,578	5,602	63%
14	140562	MSBU OSCEOLA STREE	18,370	11,874	6,496	65%	18,370	11,479	6,891	62%
14	140563	MSBU PERDIDO BAY S	14,960	8,464	6,496	57%	14,960	8,178	6,782	55%

				FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
	Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
	14	140564	MSBU TARKLIN BAYOU	3,036	1,741	1,295	57%	3,036	1,926	1,110	63%
	14	140565	MSBU WOODRIDGE MAN	3,300	1,846	1,454	56%	3,300	1,808	1,492	55%
	14	140566	MSBU ALLY SHEEBA S	1,540	887	653	58%	1,408	874	534	62%
	14	140567	MSBU ROSEWOOD EST	2,750	1,768	982	64%	2,750	1,717	1,033	62%
	14	140568	MSBU CORAL CREEK S	14,630	9,331	5,299	64%	14,852	10,449	4,403	70%
	14	140569	MSBU CRESCENT LAKE	29,040	19,539	9,501	67%	29,040	17,066	11,974	59%
	14	140570	MSBU EMERALD SHORE	29,502	11,902	17,600	40%	29,810	12,655	17,155	42%
	14	140571	MSBU EMERALD SHORE	46,200	25,725	20,475	56%	43,560	26,805	16,755	62%
	14	140572	ROAD ASSESSMENT PR	420,156	-	420,156	0%	235,894	-	235,894	0%
	14	140574	MSBU WESTERNMARK S	2,860	1,188	1,672	42%	2,860	1,098	1,762	38%
	14	140575	MSBU LAKE ESTELLE	7,348	4,999	2,349	68%	7,348	4,986	2,362	68%
	14	140576	MSBU BROOKHOLLOW S	1,683	1,041	642	62%	1,683	1,005	678	60%
	14	140577	MSBU TARKILN OAKS	2,310	1,360	950	59%	2,310	1,411	899	61%
	14	140578	MSBU RIDGEFIELD ST	8,360	5,522	2,838	66%	7,920	5,284	2,636	67%
	14	140579	MSBU SCENIC HILLS	11,272	7,513	3,759	67%	11,272	7,319	3,953	65%
	14	140580	MSBU BOULDER CREEK	1,353	908	445	67%	1,353	933	420	69%
	14	140581	MSBU BAYWOODS STRE	2,189	1,442	747	66%	2,189	1,483	706	68%
	14	140583	MSBU CROWNE POINT	16,720	11,184	5,536	67%	16,335	11,465	4,870	70%
	14	140584	MSBU BROOKSIDE HIL	12,320	8,075	4,245	66%	11,660	8,481	3,179	73%
	14	140585	MSBU W. ROBERTS ST	9,101	5,904	3,197	65%	9,101	6,249	2,852	69%
	14	140586	MSBU S GULF MANOR	6,181	3,975	2,206	64%	6,181	3,947	2,234	64%
	14	140587	MSBU MAJESTIC OAKS	3,553	1,892	1,661	53%	1,859	1,754	105	94%
	14	140588	MSBU BELLE CHASSE	1,669	1,131	538	68%	1,669	1,049	620	63%
	14	140589	MSBU GLENMOOR TRAI	4,457	2,778	1,679	62%	4,457	2,872	1,585	64%
	14	140590	MSBU BELLE MEADOW	8,250	5,471	2,779	66%	8,061	5,630	2,431	70%
	14	140591	MSBU CADERWOOD CT	1,137	757	380	67%	1,137	777	360	68%
	14	140592	MSBU CARONDELAY ST	1,925	1,147	778	60%	1,925	1,194	731	62%
	14	140593	MSBU HANLEY DOWNS	4,400	2,960	1,440	67%	4,400	3,034	1,366	69%
	14	140594	MSBU HIDDEN LAKES	5,782	3,392	2,390	59%	5,782	3,526	2,256	61%
	14	140595	MSBU TURNER'S MEAD	2,373	1,515	858	64%	2,373	1,493	880	63%
	14	140596	KINGS RIDGE STREET	2,373	1,550	823	65%	2,373	1,697	676	71%
	14	140597	CORAL CREEK II STR	1,650	935	715	57%	1,566	913	653	58%
	14	140598	GLENMOOR TRAIL, PH	2,365	1,647	718	70%	2,168	1,687	481	78%
	14	140599	RIVER GARDENS STR	5,634	3,783	1,851	67%	5,634	3,704	1,930	66%
	14	140600	FOREST CREEK STREE	8,066	5,450	2,616	68%	8,066	5,618	2,448	70%
	14	140701	OFFICE OF PURCHASI	638,161	349,865	288,296	55%	516,366	343,393	172,973	67%
	14	140833	RISK MANAGEMENT AD	474,867	343,434	131,433	72%	471,239	317,726	153,513	67%
	14	140834	WORKERS COMPENSATI	1,953,432	1,750,023	203,409	90%	1,857,479	1,487,872	369,607	80%
	14	140835	PROPERTY CASUALTY	3,075,064	2,738,855	336,209	89%	3,192,127	2,420,823	771,304	76%
	14	140836	BUILDINGS	1,169,729	67,652	1,102,077	6%	1,202,645	12,926	1,189,719	1%
	14	140837	VEHICLES	428,745	78,481	350,264	18%	403,436	48,483	354,953	12%
	14	140838	SAFETY&LOSS CONTRO	52,161	18,444	33,717	35%	48,416	21,998	26,418	45%
14 Total	FUND 177		MSBU ASSESSMENT PROGRAM	7,101,410	2,184,372	4,917,038	31%	1,638,444	571,416	1,067,028	35%
	15	150101	HUMAN RESOURCES AD	830,642	524,297	306,345	63%	846,333	582,266	264,067	69%
	15	150102	HUMAN RESOUCES - A	198,497	10,732	187,765	5%	208,114	23,511	184,603	11%
	15	150103	TUITION REIMBURSEM	55,000	36,591	18,409	67%	55,000	27,432	27,568	50%
	15	150104	MERIT SYSTEM PROTE	48,000	40,000	8,000	83%	48,000	40,000	8,000	83%
	15	150105	EMPLOYEE MORALE &	188,993	16,322	172,671	9%	192,332	41,835	150,497	22%
	15	150106	EMPLOYEE ASSISTANC	340,000	34,548	305,452	10%	43,280	22,255	21,025	51%
	15	150107	BENEFITS	599,140	401,467	197,673	67%	604,615	231,937	372,678	38%
	15	150108	HEALTH	25,704,566	17,730,918	7,973,648	69%	24,898,872	15,932,751	8,966,121	64%
	15	150109	DENTAL	982,933	553,451	429,482	56%	971,923	658,364	313,559	68%
	15	150110	LIFE	381,071	204,444	176,627	54%	356,619	291,131	65,488	82%
	15	150111	BCBS HEALTH GRANT	293,945	1,801	292,144	1%	509,389	22,935	486,454	5%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
15	150112	EMPLOYEE HEALTH CL	817,785	548,981	268,804	67%	796,814	514,736	282,078	65%
15	150113	LONG TERM DISABILI	89,248	54,895	34,353	62%	65,000	48,747	16,253	75%
15	150114	VISION	126,134	84,159	41,975	67%	95,000	71,915	23,085	76%
21	210104	UWF CAMPUS AGREEME	384,571	-	384,571	0%	384,571	-	384,571	0%
21	210106	TRANSPORTATION & D	26,843,353	8,571,375	18,271,978	32%	28,606,249	8,329,919	20,276,330	29%
21	210107	TRANSPORATION & DR	39,079,288	2,747,962	36,331,326	7%	50,154,779	7,579,037	42,575,742	15%
21	210109	FDOT OLIVE ROAD GR	148,539	20,505	128,034	14%	280,671	2,966	277,705	1%
21	210114	EDTPFA-MUSCOGEE &	81,240	-	81,240	0%	81,241	-	81,241	0%
21	210115	QUIETWTR BCH LNDNG	194,057	26,017	168,040	13%	276,970	-	276,970	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	-	-	-		114,867	-	114,867	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	1,446,783	753,616	66%
21	210121	HMGP LAKE CHARLENE	2,142,279	-	2,142,279	0%	2,157,173	2,370	2,154,803	0%
21	210122	NORTH "W" ST.SIDEW	-	-	-		11,140	-	11,140	0%
21	210123	EDTPFA-MUSCOGEE RO	358,869	13,673	345,196	4%	612,671	-	612,671	0%
21	210124	HMGP DELANO ST.DRA	1,637,549	2,245	1,635,304	0%	1,864,270	226,721	1,637,550	12%
21	210125	LAP-CR295A OLD COR	292,295	201,837	90,458	69%	529,988	41,001	488,987	8%
21	210126	LAP-MASSACHUSETTS	59,682	665	59,017	1%	211,000	42,018	168,982	20%
21	210127	LAP-OC PHILLIPS/BR	338,303	168,513	169,790	50%	506,250	7,322	498,928	1%
21	210128	LAP-DAWSON/PRITCHE	383,634	259,458	124,176	68%	487,500	-	487,500	0%
21	210129	MUSCOGEE RD PHASE	-	-	-		500,000	439	499,561	0%
21	210130	HMGP PINOAK LN ACQ	382,742	356,157	26,585	93%	397,400	6,349	391,051	2%
21	210131	MOTLEY COURT CLEAR	223,011	2	223,008	0%	646,930	-	646,930	0%
21	210401	ROADS & BRIDGES AD	-	-	-		543,573	360,798	182,775	66%
21	210402	ROAD MAINTENANCE	79,996	80,516	(520)	101%	8,926,000	5,237,247	3,688,753	59%
21	210403	HOLDING PONDS	-	-	-		1,070,605	708,920	361,685	66%
21	210404	SIGN MAINTENANCE	-	-	-		495,040	383,611	111,429	77%
21	210405	GARAGE ADMIN	-	-	-		2,902,738	1,938,693	964,045	67%
21	210407	FUEL DISTRIBUTION	155,929	26,078	129,851	17%	6,799,582	3,869,072	2,930,510	57%
21	210408	HOST ORDINANCE ITE	-	-	-		8,397	-	8,397	0%
21	210517	MYRTLE GRVE ELMNTR	-	-	-		1	-	1	0%
21	210607	JUVENILE JUSTICE	251,792	7,719	244,073	3%	218,216	11,957	206,259	5%
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	227	7,406	3%
21	210720	MASTER DRAINAGE BA	28,293	972	27,321	3%	13,916	387	13,529	3%
21	210721	MASTER DRAINAGE BA	22,740	404	22,336	2%	22,591	629	21,962	3%
21	210722	MASTER DRAINAGE BA	13,723	4	13,719	0%	13,808	183	13,626	1%
21	210723	MASTER DRAINAGE BA	16,963	502	16,461	3%	17,886	2,005	15,882	11%
21	210724	MASTER DRAINAGE BA	143,093	4,538	138,555	3%	130,372	3,551	126,821	3%
21	210725	MASTER DRAINAGE BA	75,523	2,670	72,853	4%	59,091	1,735	57,356	3%
21	210726	MASTER DRAINAGE BA	16,136	718	15,418	4%	41,413	28,615	12,798	69%
21	210727	MASTER DRAINAGE BA	40,037	1,138	38,899	3%	40,788	1,198	39,590	3%
21	210728	MASTER DRAINAGE BA	113,674	3,103	110,571	3%	96,163	2,593	93,570	3%
21	210729	MASTER DRAINAGE BA	19,961	4,485	15,476	22%	18,599	495	18,104	3%
21	210730	MASTER DRAINAGE BA	21,094	912	20,182	4%	17,927	1,965	15,962	11%
21	210731	MASTER DRAINAGE BA	164,426	13,429	150,998	8%	140,555	12,461	128,094	9%
21	210732	MASTER DRAINAGE BA	31,858	1,188	30,670	4%	31,261	1,012	30,250	3%
21	210733	MASTER DRAINAGE BA	43,426	1,713	41,713	4%	40,353	1,759	38,594	4%
21	210734	MASTER DRAINAGE BA	65,547	1,933	63,614	3%	62,583	1,804	60,779	3%
21	210735	MASTER DRAINAGE BA	12,416	584	11,832	5%	12,033	338	11,696	3%
21	210736	MASTER DRAINAGE BA	8,059	15	8,044	0%	8,176	236	7,941	3%
21	211101	ADMINISTRATION	943,803	397,080	546,723	42%	1,142,402	527,453	614,949	46%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
21	211201	TRAFFIC OPERATIONS	3,160,962	1,734,894	1,426,067	55%	3,435,427	1,847,686	1,587,741	54%
21	211210	MASS TRANSIT OPERA	-	-	-		8,239,349	4,519,150	3,720,199	55%
21	211211	PENSACOLA BEACH TR	-	-	-		177,147	20,540	156,607	12%
21	211212	UWF TROLLEY	-	-	-		621,877	287,591	334,286	46%
21	211213	COUNTY FLEET MAINT	-	-	-		483,278	250,130	233,148	52%
21	211215	MASS TRANSIT/PARAT	-	-	-		2,979,748	2,014,001	965,747	68%
21	211216	MASS TRANSIT ADMIN	-	-	-		623,248	391,828	231,420	63%
21	211217	MASS TRANSIT FLEET	-	-	-		2,233,474	1,631,137	602,337	73%
21	211222	2010 FTA FL90X728	-	-	-		34,350	-	34,350	0%
21	211223	2011 FTA GRANT FL9	12,438	1,182	11,257	9%	216,427	176,205	40,222	81%
21	211224	2012 FTA GRANT FL9	151,176	16,963	134,213	11%	188,262	23,337	164,925	12%
21	211226	2013 FTA320 FL90-X	12,275	295	11,980	2%	17,441	2,980	14,461	17%
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	1,861,681	691,883	73%
21	211602	ENGINEERING/INFRAS	567,708	318,772	248,937	56%	523,213	310,254	212,959	59%
21	211603	DIRECTIONAL SIGN P	129,761	-	129,761	0%	182,534	52,774	129,761	29%
22	220100	NATURAL RESOURCES	493,099	328,069	165,030	67%	413,457	302,899	110,558	73%
22	220101	ADMIN-NEIGHBORHOOD	-	-	-		-	(50)	50	
22	220102	NESD CAPITAL PROJE	1,861,421	493,602	1,367,819	27%	2,263,306	301,023	1,962,283	13%
22	220104	NRM CAPITAL PROJEC	200,000	-	200,000	0%	-	-	-	
22	220105	GEN FND RESTORE DC	107,208	59,169	48,039	55%	136,029	59,006	77,023	43%
22	220106	PCOLA PASS INLET M	311,250	-	311,250	0%	-	-	-	
22	220110	ENVIR CODE ENFORCE	3,315,738	1,539,988	1,775,750	46%	3,162,184	1,878,178	1,284,006	59%
22	220310	TREE FUND ORDINANC	208,433	12,827	195,606	6%	220,596	23,096	197,500	10%
22	220334	TREE MITIGATION FE	363,260	7,867	355,393	2%	269,428	2,988	266,440	1%
22	220335	PERDIDO KEY BEACH	1,010,867	61,402	949,465	6%	857,683	31,424	826,259	4%
22	220336	WETLAND MITIGATION	91,088	3,441	87,647	4%	84,925	6,075	78,850	7%
22	220338	ORISKANY PCB MONIT	18,789	-	18,789	0%	56,600	18,512	38,088	33%
22	220339	DERELICT VESSELS G	7,050	5,100	1,950	72%	8,046	-	8,046	0%
22	220701	MOSQUITO & ARTHROP	570,937	365,947	204,990	64%	610,424	372,308	238,116	61%
22	220703	M&A STATE 1 FUNDS	70,461	10,549	59,912	15%	76,083	8,639	67,444	11%
22	220805	4TH CENT MARINE RE	295,766	187,731	108,035	63%	254,354	124,185	130,169	49%
22	220807	VESSEL REGISTRATIO	665,444	102,636	562,808	15%	599,611	21,120	578,491	4%
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	215,343	114,793	65%	256,235	186,988	69,247	73%
22	221001	ENVIRONMENT QUALIT	585,781	379,819	205,962	65%	544,365	347,898	196,467	64%
22	221002	GLYNN KEY STORMWAT	2,497	358	2,139	14%	3,155	-	3,155	0%
22	221006	DENSITY REDUCTION	-	-	-		200,000	200,000	-	100%
22	221015	DENSTY RDUCTN AREA	-	-	-		100,000	100,000	-	100%
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	114,260	152,644	43%	241,117	98,424	142,693	41%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
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22	221020	DEFENSE INFRSTRUCT	-	-	-		183,424	183,424	0	100%
22	221021	FDEP LID MONITORIN	47,653	14,729	32,923	31%	99,970	32,557	67,413	33%
22	221022	NRDA TURTLE GRANT-	-	-	-		258,596	128,849	129,747	50%
22	221025	FDEP G0439 LID MAN	85	-	85	0%	18,555	16,915	1,640	91%
22	221026	EPA-JACKSON LAKE 4	30,478	6,325	24,153	21%	80,400	492	79,908	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	541	55,966	1%
22	221029	DEFNSE INFRSTRCTR	375,532	15,797	359,735	4%	375,533	-	375,533	0%
22	221030	DIG NAVY MATCH	305,865	3,500	302,365	1%	-	-	-	
22	221201	EXTENSION SERVICES	757,418	505,636	251,782	67%	732,615	501,271	231,344	68%
22	221202	BP PROMOTIONAL FUN	5,965	-	5,965	0%	5,965	-	5,965	0%
22	222001	NRDA BOAT RAMPS	422,634	22,655	399,978	5%	462,450	23,336	439,114	5%
22	222002	NFWF#45910BAYOU CH	3,676,030	38,521	3,637,509	1%	5,144,070	1,132,786	4,011,285	22%
22	222003	PERDIDO KEY DUNE R	-	-	-		137,095	184	136,912	0%
22	222004	FWC15153 ARTFCIAL	252,556	181,083	71,474	72%	1,888,677	1,472,223	416,454	78%
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	66,245	1,897,926	3%	2,000,000	164	1,999,836	0%
22	222020	RES UNIVERSAL ACCE	275,000	26,418	248,582	10%	300,000	25,000	275,000	8%
22	222021	RES HT WILLIAMS SW	1,423,701	-	1,423,701	0%	1,423,701	-	1,423,701	0%
22	222022	RES S DOGTRACK DRA	192,514	46,171	146,343	24%	200,000	-	200,000	0%
22	222030	RESTORE PLANNING A	378,568	24,427	354,141	6%	419,255	28,986	390,269	7%
22	222031	RESTORE DIRECT COM	493,009	45,499	447,510	9%	534,994	27,837	507,157	5%
22	222041	FDEP LIVING SHOREL	176,275	66,236	110,039	38%	217,499	11,468	206,031	5%
22	222042	RES CARPENTER CRK/	1,090,000	150,180	939,820	14%	1,090,000	-	1,090,000	0%
22	222043	RES ELEVEN MILE PO	225,425	108,208	117,217	48%	225,425	-	225,425	0%
22	222044	NRDA CARP CREEK HW	1,599,600	2,950	1,596,650	0%	-	-	-	
22	222045	NRDA CARP CRK PARK	423,120	-	423,120	0%	-	-	-	
23	230301	ADMINISTRATION	771,275	444,286	326,989	58%	763,260	442,028	321,232	58%
23	230303	TRANSFERS	570,094	427,571	142,524	75%	529,744	397,308	132,436	75%
23	230304	ENVIRONMENTAL QUAL	1,419,081	505,246	913,835	36%	1,041,499	557,354	484,145	54%
23	230306	RECYCLING	899,053	352,121	546,933	39%	809,254	452,502	356,752	56%
23	230307	SW TRANSFER STATIO	2,678,241	721,816	1,956,425	27%	2,286,642	878,753	1,407,889	38%
23	230308	LANDFILL GAS TO EN	486,706	239,968	246,738	49%	219,331	66,033	153,298	30%
23	230309	SW CLOSED LANDFILL	120,380	22,165	98,215	18%	136,915	12,857	124,057	9%
23	230310	SOLID WASTE RESERV	22,528,121	541,503	21,986,618	2%	20,493,024	508,109	19,984,916	2%
23	230314	SWM OPERATIONS	8,810,379	6,626,081	2,184,298	75%	9,952,669	7,492,656	2,460,014	75%
23	230315	PROJECTS	11,651,586	374,489	11,277,097	3%	8,708,696	2,292,346	6,416,350	26%
23	230316	SAUFLEY LANDFILL	11,069	4,281	6,788	39%	12,004	1,766	10,239	15%
23	230317	SOLID WASTE FUNDRA	1,110	-	1,110	0%	1,110	-	1,110	0%
24	240201	P & Z ADMINISTRATI	1,274,799	892,682	382,117	70%	1,250,939	903,819	347,120	72%
24	240302	PLANNING DEVELOPME	1,894,988	586,731	1,308,257	31%	2,081,512	941,802	1,139,710	45%
24	240401	GIS	428,777	290,369	138,408	68%	444,431	317,999	126,432	72%
25	250101	ADMIN-DEVELOPMENT	548,503	344,560	203,944	63%	602,110	352,742	249,368	59%
25	250107	PLUMBING INSPECTIO	270,940	195,843	75,097	72%	294,687	154,393	140,294	52%
25	250108	ELECTRICAL INSPECT	238,921	178,404	60,517	75%	281,289	182,198	99,091	65%
25	250109	BUILDING INSPECTIO	422,155	209,958	212,197	50%	359,733	189,200	170,533	53%
25	250111	BUILDING SAFETY-AD	5,103,158	586,441	4,516,717	11%	3,947,676	512,493	3,435,183	13%
25	250115	PLANS REVIEW	244,608	103,807	140,801	42%	147,082	91,795	55,287	62%
25	250118	UNLICENS/UNPERM CO	133,507	85,260	48,247	64%	187,860	116,240	71,620	62%
25	250119	COMBINATION INSPEC	343,266	178,109	165,157	52%	296,696	162,806	133,890	55%
25	250120	CONTRACTOR LICENSI	63,927	27,023	36,904	42%	57,847	36,727	21,120	63%
25	250122	FEMA FLOOD MIT ASS	125,305	-	125,305	0%	460,839	225,579	235,260	49%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
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	847,606	471,758	64%	1,168,653	776,311	392,342	66%
25	250204	KENNEL SPONSORSHIP	117,659	24,981	92,678	21%	139,829	7,131	132,698	5%
25	250205	LOW INCOME SPAY &	40,000	-	40,000	0%	40,000	40,000	-	100%
25	250207	ANIMAL CONTROL ENF	992,238	574,408	417,830	58%	1,008,847	557,904	450,943	55%
25	250208	HUMANE SOCIETY(HSU	20,000	-	20,000	0%	10,000	-	10,000	0%
26	260101	ROADS AND BRIDGES-	565,035	374,175	190,860	66%	-	-	-	
26	260102	ROAD MAINTENANCE	9,334,491	6,001,544	3,332,947	64%	-	-	-	
26	260106	SIGN MAINTENANCE	520,033	365,978	154,055	70%	-	-	-	
26	260107	SRI PUBLIC WORKS	2,592,412	1,612,586	979,826	62%	-	-	-	
26	260108	ROADS HOST ORD	8,396	-	8,396	0%	-	-	-	
26	260201	FLEET MAINTENANCE	3,027,766	1,791,018	1,236,748	59%	-	-	-	
26	260205	HOLDING PONDS	1,130,527	681,316	449,211	60%	-	-	-	
26	260206	FUEL DISTRIBUTION	6,806,392	2,429,437	4,376,955	36%	-	-	-	
27	270102	INFORMATION SYSTEM	3,865,145	2,617,301	1,247,844	68%	3,218,938	2,234,502	984,436	69%
27	270103	TELECOMMUNICATIONS	772,110	547,045	225,065	71%	772,238	545,845	226,393	71%
29	290202	CARE & CUSTODY	7,595,380	5,318,779	2,276,601	70%	7,274,330	5,167,309	2,107,021	71%
29	290205	INMATE COMMISSARY	35,726	47,822	(12,096)	134%	433,381	112,448	320,933	26%
29	290206	PROFESSIONAL TRAIN	272,401	25,671	246,730	9%	330,356	72,317	258,039	22%
29	290208	ROAD PRISON REIMBU	2,131	-	2,131	0%	2,012	-	2,012	0%
29	290209	TRANSFER	299,326	-	299,326	0%	-	-	-	
29	290301	MISDEMEANOR PROBAT	1,194,286	752,340	441,946	63%	1,243,543	824,378	419,165	66%
29	290302	CHECK RESTITUTION	116,977	39,530	77,447	34%	114,495	72,649	41,846	63%
29	290304	COMMUNITY SERVICE	57,644	39,567	18,077	69%	56,474	37,744	18,730	67%
29	290305	RESIDENTIAL PROBAT	466,180	364,487	101,693	78%	500,172	328,553	171,619	66%
29	290306	PRE-TRIAL DIVERSIO	256,420	177,351	79,069	69%	257,786	163,165	94,621	63%
29	290307	PRE-TRIAL RELEASE	951,990	393,981	558,009	41%	982,849	460,756	522,093	47%
29	290309	JAGC-ESCA-1-Y5-014	47,213	-	47,213	0%	-	-	-	
29	290401	DETENTION	33,425,629	22,385,346	11,040,283	67%	33,432,211	23,015,209	10,417,002	69%
29	290402	INMATE MEDICAL	7,444,676	4,825,730	2,618,946	65%	7,350,256	4,735,409	2,614,847	64%
29	290406	DETENTION/JAIL COM	4,999,445	803,703	4,195,742	16%	4,388,262	1,064,395	3,323,867	24%
29	290407	DETENTION CAPITAL	443,332	417,739	25,593	94%	614,076	115,797	498,280	19%
29	290408	COUNTY JAIL FACILI	69,048,606	41,093,537	27,955,069	60%	126,865,553	28,995,864	97,869,689	23%
29	290501	FORENSIC MENTAL HE	51,828	30,885	20,943	60%	49,937	30,623	19,314	61%
31	310101	ADMINISTRATION	294,386	147,687	146,699	50%	318,805	130,047	188,758	41%
31	310202	CUSTODIAL	1,252,630	776,233	476,397	62%	1,203,658	758,004	445,654	63%
31	310203	FACILITIES MAINTEN	3,866,502	2,423,563	1,442,938	63%	3,818,713	2,649,459	1,169,254	69%
31	310204	FACILITIES PRIORIT	863,103	220,332	642,771	26%	851,872	168,306	683,566	20%
31	310205	DCAT-CONSTRUCTION	269,188	202,413	66,775	75%	259,385	218,168	41,217	84%
31	310207	FACILITIES UTILITI	4,678,643	2,862,810	1,815,833	61%	4,089,194	2,731,186	1,358,008	67%
32	320401	MASS TRANSIT OPERA	9,630,434	3,996,301	5,634,133	41%	-	-	-	
32	320402	PENSACOLA BEACH TR	179,432	117,559	61,873	66%	-	-	-	
32	320403	UWF TROLLEY	525,651	271,327	254,324	52%	-	-	-	
32	320404	COUNTY FLEET MAINT	420,850	216,920	203,930	52%	-	-	-	
32	320406	PARATRANSIT SERVIC	2,748,194	2,129,611	618,583	77%	-	-	-	
32	320407	MASS TRANSIT FLEET	2,111,268	1,469,598	641,670	70%	-	-	-	
32	320408	MASS TRANSIT ADMIN	616,410	381,898	234,512	62%	-	-	-	
33	330205	TRANSFERS	270,772	203,079	67,693	75%	266,256	199,692	66,564	75%
33	330206	FIRE DEPT PD	17,357,599	11,907,981	5,449,618	69%	17,081,140	12,451,342	4,629,798	73%
33	330209	PENSACOLABEACHFIRE	1,014,322	724,055	290,267	71%	992,288	735,264	257,024	74%
33	330228	FIRE SERVICES CAP	3,745,067	613,704	3,131,363	16%	4,271,130	901,835	3,369,295	21%
33	330232	HAZ MAT TECHNICAL	136,513	-	136,513	0%	-	-	-	
33	330302	OPERATIONS	19,768,475	10,707,121	9,061,355	54%	18,547,509	10,756,728	7,790,781	58%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
33	330305	EMS CARES ACT	395,998	42,446	353,552	11%	-	-	-	
33	330318	EMS COUNTY AWARD G	89,848	71,367	18,481	79%	66,826	26,994	39,832	40%
33	330323	HAZARDOUS MATERIAL	11,707	-	11,707	0%	26,756	5,604	21,153	21%
33	330324	HAZARDOUS MATERIAL	50,391	18,934	31,457	38%	51,390	998	50,392	2%
33	330371	TRANSFERS	2,751,345	1,488,125	1,263,220	54%	3,587,506	1,793,753	1,793,753	50%
33	330401	ADMINISTRATION	467,418	158,173	309,245	34%	263,527	191,436	72,091	73%
33	330402	EMERGENCY MANAGEME	320,358	145,492	174,866	45%	298,656	233,043	65,613	78%
33	330403	COMMUNICATIONS	2,616,530	1,719,466	897,064	66%	2,597,047	1,761,559	835,488	68%
33	330404	E-911 COMMUNICATIO	1,393,282	483,633	909,649	35%	1,339,637	509,880	829,757	38%
33	330405	DCA/CIVIL DEFENSE	21,957	-	21,957	0%	260,724	50,783	209,941	19%
33	330409	EMP FEDERAL GRANT	22,688	-	22,688	0%	209,249	67,353	141,896	32%
33	330410	E-911-TRANSFERS	658,222	493,667	164,556	75%	658,222	493,667	164,556	75%
33	330412	DCA-CIVIL DEFENSE	84,226	80,203	4,023	95%	31,201	-	31,201	0%
33	330413	EMRG MGMT PERFRMNC	85,091	81,593	3,498	96%	100,956	-	100,956	0%
33	330416	E-911 STATE GRANT	606,466	202,155	404,311	33%	674,537	-	674,537	0%
33	330430	COMMUNITY EMERG RE	-	-	-		5,000	5,000	-	100%
33	330434	PUBLIC SAFETY CAP	13,750,524	2,919,954	10,830,570	21%	1,566,487	-	1,566,487	0%
33	330435	PUBLIC SAFETY CAP	513,880	454,763	59,117	88%	703,065	96,048	607,017	14%
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	43,012	20,447	68%	62,047	40,722	21,325	66%
33	330603	EMS BILLING BUSINE	6,791,411	499,993	6,291,418	7%	6,993,379	524,433	6,468,946	7%
33	330801	SRI PUBLIC SAFETY	1,129,349	552,178	577,171	49%	1,066,399	581,805	484,594	55%
35	350204	LAKE STONE	55,638	34,509	21,129	62%	53,736	34,903	18,833	65%
35	350220	PARKS RECREATION	158,439	111,908	46,531	71%	153,514	151,379	2,135	99%
35	350221	PARKS CAPITAL PROJ	5,466,350	1,009,954	4,456,396	18%	3,692,632	382,984	3,309,648	10%
35	350222	EQUESTRIAN CENTER	697,424	258,073	439,352	37%	594,587	232,332	362,255	39%
35	350224	PARKS & REC SPECIA	21,444	3,967	17,477	18%	25,519	1,022	24,497	4%
35	350226	PARKS - MAINTENANC	1,291,594	833,152	458,442	65%	1,207,616	824,759	382,857	68%
35	350229	PARKS CAPITAL PROJ	1,038,477	3,046	1,035,431	0%	1,981,018	786,757	1,194,261	40%
35	350231	EQUESTRIAN CENTER	1,317	580	737	44%	116,253	71,995	44,259	62%
35	350232	ADULT SOFTBALL	44,776	24,285	20,491	54%	46,874	30,864	16,010	66%
35	350236	FISHING BRIDGE	93,032	15,094	77,938	16%	104,867	20,363	84,504	19%
35	350237	RENTS-PARK COMM CE	16,856	4,387	12,469	26%	13,499	4,838	8,661	36%
35	350238	MIRACLE LEAGUE OF	-	-	-		6,000	-	6,000	0%
35	350239	NRDA INNERTY PARK	605,000	1,051	603,950	0%	-	-	-	
36	360101	TOURIST PROMOTION	9,457,595	5,810,547	3,647,048	61%	7,645,026	5,446,324	2,198,702	71%
36	360102	TOURIST PROMOTION-	1,713,190	1,338,190	375,000	78%	2,490,307	1,275,000	1,215,307	51%
36	360103	BP - OIL SPILL GR	35,264	-	35,264	0%	35,264	-	35,264	0%
36	360105	FOURTH CENT PROJEC	3,784,403	477,913	3,306,490	13%	3,456,658	308,181	3,148,477	9%
36	360301	PUBLIC HEALTH UNIT	337,649	253,237	84,412	75%	337,649	253,237	84,412	75%
36	360401	CIVIC CENTER-ADMIN	8,387,021	4,942,829	3,444,192	59%	7,502,722	5,325,919	2,176,803	71%
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	210,869	310,378	40%	695,794	386,126	309,668	55%
37	370102	PUBLIC SOCIAL SERV	1,166,225	235,861	930,364	20%	1,166,225	890,413	275,812	76%
37	370104	SAFE NEIGHBORHOOD	492,957	99,050	393,907	20%	387,371	66,663	320,708	17%
37	370105	COMMUNITY CENTER R	16,466	1,407	15,059	9%	16,183	4,206	11,978	26%
37	370106	COMMUNITY CENTERS	488,448	(62)	488,510	0%	562,723	27,475	535,248	5%
37	370107	COMMUNITY CENTERS	467,486	91,634	375,852	20%	355,421	63,856	291,565	18%
37	370110	CRA ADMINISTRATION	520,232	337,630	182,603	65%	481,188	340,707	140,481	71%
37	370111	NEIGHBORHOOD RESTO	5,399	-	5,399	0%	26,991	14,752	12,239	55%
37	370112	CRA DONATIONS	12,501	6,368	6,133	51%	1	-	1	0%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
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37	370113	CRA BROWNSVILLE	675,971	117,082	558,889	17%	627,453	204,973	422,480	33%
37	370114	CRA WARRINGTON	1,961,858	421,415	1,540,442	21%	1,672,284	493,806	1,178,479	30%
37	370115	CRA PALAFOX	1,609,905	615,039	994,865	38%	1,543,123	75,609	1,467,514	5%
37	370116	CRA BARRANCAS	484,359	86,577	397,782	18%	598,245	288,548	309,697	48%
37	370117	CRA ENGLEWOOD	521,548	61,903	459,645	12%	329,069	52,095	276,974	16%
37	370118	CRA CANTONMENT	253,817	29,929	223,888	12%	135,576	17,045	118,531	13%
37	370119	CRA ENSLEY	445,760	95,168	350,592	21%	212,801	38,194	174,607	18%
37	370120	CRA ATWOOD	166,062	16,990	149,072	10%	58,012	17,863	40,149	31%
37	370121	CRA OAKFIELD	141,822	49,283	92,539	35%	75,026	2,832	72,194	4%
37	370204	SHIP 2017 GRANT AD	-	-	-		1,204,499	586,688	617,811	49%
37	370205	SHIP 2018 GRANT AD	1,115,106	952,420	162,686	85%	1,447,559	438,431	1,009,128	30%
37	370206	SHIP 2019 GRANT AD	577,840	121,186	456,654	21%	671,800	94,660	577,140	14%
37	370207	SHIP 2020 GRANT AD	1,449,576	59,289	1,390,287	4%	-	-	-	
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	6,056	37,194	14%	49,703	14,000	35,703	28%
37	370221	CDBG 2014 OTHR ACT	51,838	5,092	46,746	10%	93,364	51,702	41,662	55%
37	370222	CDBG 2015 ADMIN	61,927	11,818	50,109	19%	65,266	4,717	60,549	7%
37	370223	CDBG 2015 HOUSING	-	-	-		225,500	223,589	1,911	99%
37	370224	CDBG 2015 OTHER	65,712	3,258	62,454	5%	312,039	197,901	114,138	63%
37	370226	CDBG 2016 ADMIN PL	26,706	138	26,568	1%	27,886	1,016	26,870	4%
37	370227	CDBG 2016 HOUSING	325,000	151,755	173,245	47%	373,896	1,730	372,166	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	3,709	54,259	6%	34,797	9,524	25,273	27%
37	370230	CDBG 2017 HOUSING	351,368	3,995	347,373	1%	351,368	-	351,368	0%
37	370231	CDBG 2017 OTHER AC	586,298	193,023	393,275	33%	630,325	75,540	554,785	12%
37	370232	CDBG 2018 ADMIN/PL	317,879	22,604	295,275	7%	1,110,786	417,350	693,436	38%
37	370233	CDBG 2018 HOUSING	393,015	14,150	378,865	4%	441,564	35,044	406,520	8%
37	370234	CDBG 2019 ADMIN/PL	1,284,463	242,525	1,041,938	19%	-	-	-	
37	370235	CDBG 2019 HOUSING	150,000	39,567	110,433	26%	-	-	-	
37	370238	CDBG-CV CARES ACT	872,881	-	872,881	0%	-	-	-	
37	370260	HUD HOME PROGRAM	339,335	50,000	289,335	15%	434,337	64,876	369,461	15%
37	370265	2013 HUD CONSORTIU	25,000	-	25,000	0%	85,308	3,724	81,585	4%
37	370266	2014 HUD CONSORTIU	423,109	9,429	413,680	2%	598,329	14,547	583,782	2%
37	370267	2015 HUD CONSORTIU	570,463	84,413	486,050	15%	595,034	-	595,034	0%
37	370268	2016 HUD CONSORTIU	637,995	32,713	605,282	5%	640,977	2,624	638,353	0%
37	370269	2017 HUD CONSORTIU	772,870	30,000	742,870	4%	797,373	19,156	778,217	2%
37	370270	2018 HUD CONSORTIU	1,093,475	-	1,093,475	0%	1,199,416	72,559	1,126,857	6%
37	370271	2019 HUD CONSORTIU	1,094,533	56,670	1,037,863	5%	-	-	-	
37	370290	ESC AFFORDABLE HOU	1,764,430	31,339	1,733,091	2%	1,663,567	18,053	1,645,515	1%
37	370291	CDBG LOAN REPAYMEN	203,596	12,186	191,411	6%	157,610	2,594	155,016	2%
37	370293	HUD ER SOLUTIONS	113,219	15,000	98,219	13%	113,219	-	113,219	0%
38	380201	PUBLIC INFORMATION	420,863	227,740	193,123	54%	425,499	271,983	153,516	64%
41	410141	FAMILY MEDIATION	96,608	1,009	95,599	1%	96,517	2,758	93,759	3%
41	410147	JUDICIAL CAP IMP L	2,607,992	640,091	1,967,901	25%	2,423,175	418,885	2,004,290	17%
41	410149	JUDICIAL CAP IMP L	(6,139)	-	(6,139)	0%	6,140	-	6,140	0%
41	410201	ADMINISTRATION	1,032,864	774,648	258,216	75%	797,614	502,344	295,270	63%
41	410306	SAO-ESCAMBA CIRCUI	375,800	289,035	86,765	77%	415,498	228,494	187,004	55%
41	410309	SAO-SANTA ROSA TEC	90,101	90,091	10	100%	104,213	104,141	72	100%
41	410310	SAO-OKALOOSA TECHN	110,831	110,789	42	100%	192,608	178,363	14,245	93%
41	410311	SAO-ESCAMBIA COMMU	40,711	27,650	13,061	68%	36,711	28,304	8,407	77%
41	410312	SAO-WALTON COMMUNI	89,021	87,323	1,698	98%	82,648	82,375	273	100%
41	410407	PD-ESCAMBIA ADMINI	128,224	70,992	57,232	55%	117,167	69,153	48,014	59%
41	410412	PD-SANTA ROSA TECH	103,413	76,183	27,230	74%	118,892	67,161	51,731	56%

			FISCAL YEAR 2020 FOR PERIOD END 6.30.2020				FISCAL YEAR 2019 FOR PERIOD END 6.30.2020			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 6.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 6.30.2019	FY19 Balance Remaining	% of budget utilized
41	410413	PD-OKALOOSA TECHNO	93,002	79,360	13,642	85%	96,868	72,545	24,323	75%
41	410414	PD-ESCAMBIA COMMUN	26,300	1,529	24,771	6%	24,350	2,246	22,104	9%
41	410415	PD-WALTON COMMUNIC	74,197	50,916	23,281	69%	62,335	33,176	29,159	53%
41	410501	LOCAL OPTIONS	946,612	135,884	810,728	14%	886,025	122,683	763,342	14%
41	410502	JUVENILE PROGRAMS	707,835	59,200	648,635	8%	749,673	76,527	673,146	10%
41	410503	CA-ESCAMBIA TECHNO	479,201	299,097	180,104	62%	570,409	386,059	184,350	68%
41	410505	COURT SECURITY	486,250	192,931	293,319	40%	474,250	274,868	199,382	58%
41	410506	ADMINISTRATION - C	20,620	13,104	7,516	64%	20,620	15,614	5,006	76%
41	410507	OTHER ARTICLE V CO	1,961,671	659,513	1,302,159	34%	1,874,793	699,150	1,175,643	37%
41	410514	JUVENILE ALTERNATI	85,500	23,090	62,410	27%	85,500	23,732	61,768	28%
41	410515	CA-SANTA ROSA TECH	364,953	96,552	268,401	26%	461,897	198,682	263,215	43%
41	410516	CA-OKALOOSA TECHNO	275,507	131,862	143,645	48%	349,425	263,915	85,511	76%
41	410517	CA-WALTON TECHNOLO	46,981	-	46,981	0%	43,218	-	43,218	0%
41	410518	MENTAL HEALTH COUR	64,527	38,146	26,381	59%	63,040	37,978	25,062	60%
41	410559	DRUG ABUSE TRUST F	192,517	5,728	186,789	3%	202,486	10,194	192,292	5%
41	410567	DRUG CT TREATMENT	178,949	517	178,432	0%	161,504	1,921	159,583	1%
41	410701	LAW LIBRARY	85,500	62,801	22,699	73%	85,500	65,060	20,440	76%
41	410802	LEGAL AID	124,688	36,797	87,891	30%	124,688	81,811	42,877	66%
51	510101	ADMINISTRATION	6,299,541	4,724,655	1,574,886	75%	6,179,397	4,634,547	1,544,850	75%
52	520101	ADMINISTRATION	4,887,381	3,665,535	1,221,846	75%	5,634,025	3,827,688	1,806,337	68%
53	530101	ADMINISTRATION	3,571,044	2,778,657	792,387	78%	2,995,100	2,246,325	748,775	75%
54	540101	ADMINISTRATION	60,341,097	45,449,134	14,891,963	75%	57,757,813	43,523,079	14,234,734	75%
54	540103	LAW ENFORCEMENT TR	339,900	339,900	-	100%	436,625	346,700	89,925	79%
54	540104	HANDICAPPED PARKIN	87,180	-	87,180	0%	95,722	-	95,722	0%
54	540112	DEPUTY TRAINING -	529,879	56,989	472,890	11%	481,642	-	481,642	0%
54	540113	SHERIFFS CAP PROJE	8,256,841	3,089,607	5,167,234	37%	8,243,678	3,128,724	5,114,954	38%
54	540115	SHERIFFS CAP PROJE	-	-	-		852,236	696,563	155,673	82%
54	540198	JAG #2016-DJBX-108	-	-	-		92,383	92,382		100%
54	540199	JAG#2017-DJBX-0830	50,738	51,432	(694)	101%	128,738	40,602		32%
54	540301	ADMINISTRATION	3,359,313	2,519,485	839,828	75%	3,431,269	2,573,452		75%
55	550101	ADMINISTRATION	2,797,820	1,670,471	1,127,349	60%	2,382,795	1,615,590		68%
55	550120	SOE SECURITY GRANT	63,671	43,256	20,415	68%	108,225	77,656		72%
55	550125	FEDERAL ELECTIONS	36,478	4,273	32,205	12%	47,418	11,418		24%
			$ 805,030,803	$ 349,080,191	$ 455,950,612	43%	$ 877,219,685	$ 382,462,561	$ 494,757,124	44%
		CURRENT ENCUMBRANCES:		78,634,091						
				$ 427,714,282		53%				

Agency Name: ACTS
FY 19/20 Appropriation Amount $20,000.00

Goals & Metrics Scorecard:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Unemployment Rate by at Least 50%				
Clients Placed In Permanent Jobs	22	111	76	46.05%
Decrease Crime in Escambia County				
Clients Who Completed Behavior Modification Classes	28	88	75	17.33%
Enhance Public Safety / Permanent Housing				
Clients Placed in Permanent Housing	5	33	18	83.33%

Agency Name: BRACE
FY 19/20 Appropriation Amount $100,000.00

Goals & Metrics Scorecard:	3rd 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	436	333	146	128.08%
Volunteer Training Hours	723	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)	473	520	82	534.15%
Enhance the Disaster Resilience of Escambia County by 20%				
Outreach Events to Inform, Educate and Train Residents	24	232	76	205.26%
Residents Attending Outreach Events	2,404	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	330	0	1,250	

Agency Name: Council on Aging
FY 19/20 Appropriation Amount $45,000.00

Goals & Metrics Scorecard:	3rd 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	365	404		
Senior Dining Site Participants	1,107	1,162	1,101	5.54%
Senior Dining Site Meals Served	48,027	83,954	90,679	-7.42%
Meals on Wheels Participants	814	448	432	3.70%
Meals On Wheels Delivered	79,875	117,586	123,007	-4.41%
Case Management Recipients	199	255	214	19.16%
Case Management Hours	1,621	3,318	2,993	10.86%
Companionship Recipients	119	107	82	30.49%
Companionship Hours Provided	15,651	25,568	21,659	18.05%
In-Home Services Recipients	317	253	217	16.59%
In-Home Services Hours	42,630	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:	3rd 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	22,555	29,232	31,090	-5.98%
Expense per Charitable Visit	$203.89	$193.59	$183.64	5.42%
Value of Care Provided through Charitable Support of Escambia County	$4,598,739	$5,659,023	$5,709,368	-0.88%
Total Number of Patients	37,344	46,433	40,521	14.59%
Total Number of Visits	91,686	146,500	124,248	17.91%

Agency Name: Gulf Coast Kids House
FY 19/20 Appropriation Amount - $135,000.00

Goals & Metrics Scorecard:	3rd 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:	3rd 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	420	300	100	200.00%
Present Events for Veterans and their Families				
Veterans Day Parade Number of Veteran Attendees	3,000	3,000	3,000	0.00%
Veterans Day Parade Number of Citizen Attendees	2,500	2,500	2,500	0.00%
Veterans Day Parade Number of Organizations Participating	50	50	50	0.00%
Homeless Veterans Stand Down	175	Unavailable	175	
Provide Support for Veterans Benefits and VA Health Care				
System Registration				
Number of Veterans Helped with Benefits and Health Care	378	98	90	8.89%

Agency Name: James B Washington Education and Sports
FY 19/20 Appropriation Amount – $15,000.00

Goals & Metrics Scorecard:	3rd 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	0*	48	17	182.35%
Summer Youth Enrichment Life Skills Program	16	16	12	33.33%
Forums				
Father and Son Empowerment Forum	0**	33	15	120.00%
Mighty Titans Basketball Camp** and Team Attendees***	0***	181	89	103.37%
Summer League Tournaments (3)	17			
Food Pantry/Delivery for Youth & Elderly (3months, Apr-Jun)	105			
Field Trip-Gulf Breeze Zoo (June 19th)	20			
Field Trip-Science Exploreum Dinosaurs, Mobile, AL (June 28th)	18			
Father & Son Tuxedo & Sneakers Fundraiser	0****			
Father & Son Alumni Celebrity Game	0*****			
Children and Families served	176			

Due to COVID-19, the following fundraisers and programs were cancelled:
*Academic Tutorial Program – April, May and June 2020
**Father and Son Empowerment Forum – May 2020
***Mighty Titans Basketball Camp – June 14-18, 2020
****Father and Son Tuxedo and Sneakers – June 19, 2020
*****Father and Son Alumni/Celebrity Game Fundraiser – June 20, 2020

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:	3rd Quarter FY 19/20 (new Cases opened this Qtr)	FY19/20	FY18/19	% Change FY 18/19 Compared to current YTD
Improve Housing Stability of Families in Escambia County by 60%				
Number of Cases	74	493	314	+36.3
Closed Cases	103	331	314	+5.1
Improve Financial Stability of Families in Escambia County by 60%				
Number of Cases	68	244	174	+28.7
Closed Cases	49	153	174	-12.1
Improve the Safety and Health of Families / Households in				
Number of Cases	76	451	338	+25/1
Closed Cases	82	316	338	-6.5

Agency Name: New World Believers
FY 19/20 Appropriation Amount – $5,000.00

Goals & Metrics Scorecard:	3rd 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	40	70	60	16.67%
% of Youth in Program who Reduced School Referrals	100%	70%	85%	-17.65%
% of Youth in Program without a New Law Infraction	100%	80%	85%	-5.88%
% of Youth in Program who did not Use a Substance	100%	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:	3rd 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	44	86	46	86.96%
Assist 30 Families with Stabilization of Family Finances				
Number of Families that Avoided Financial Crisis	40	27	27	0.00%
Assist 30 Families with Legal Documents to Stabilize their				
Family				
Number of Families who Avoid Crisis or State Intervention	33	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:	3rd 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	23	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 %	83%	81%	78%	3.85%
Clients who were actively monitored and provided clinical				
and re-entry services	4	8		

Agency Name: Pensacola Caring Hearts
FY 19/20 Appropriation Amount – $13,000.00

Goals & Metrics Scorecard:	3rd 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	5,000	5,000	5,000	0.00%
Amount of Food Distributed in Pounds Annually	20,000	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:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase Teens' Service and Connection to the Community				
Number of Members	272	273	225	21.33%
Service Project Hours	10,039	7,550	9,208	-18.01%
Increase Teens' Leadership Development				
Internships	54	48	44	9.09%
Completed Work Resumes	179	142	128	10.94%
Increase Teens' College Preparedness				
Amount of College Scholarships Acquired	$2,097,355	$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:	3rd 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)	342	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	0	150	44	240.91%
Certificate of Completion Awards (18 Weeks)	0	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:	3rd 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	556*	29,374	29,088	0.98%
Academic/ Service Learning	1,982*	4,139	4,210	-1.69%
Advocacy/ Counseling/Life Skills	8,624*	5,464	5,508	-0.80%
Medical Care	121*	583	530	10.00%
Total Hours:	11,283	39,560	39,336	0.57%
Meals Served	36,765*	24,694	24,329	1.50%
Shelter Nights	102	209	161	29.81%
GED Exam Courses	0	63	61	3.28%
County Funding				
Estimated Local/ State/Fed Match	$306,221*	$215,210.00	$211,209.00	1.89%

*Day Care/Summer Camp hours down significantly because the Early Learning Coalition of Escambia County did not apply this year.
*Academic/Service Learning hours down due because past year results included a Big Brothers Big Sisters program which was not included this year.
*Advocacy/Counseling hours up due to increased funding of Lutheran Services Sexual Abuse/Trauma program with its $4/$1 match.
*Medical Care hours down due to shift in funding towards advocacy/counseling.
*Meals served up due to increased funding to Council on Aging, with their $9/$1 match
Total match increased as we focused on maximizing match opportunities

Agency Name: Wildlife Sanctuary
FY 19/20 Appropriation Amount – $35,000.00

Goals & Metrics Scorecard:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Provide a Hospital Setting to Rehab/Assist Injured and				
Orphaned Wildlife				
Number of Wildlife Helped	2,373	3,000	3,042	-1.38%
Volunteer Hours	3,947	6,048	5,342	13.22%
Educate in Order to Foster Public Awareness, Public				
Safety and Appreciation of Wildlife				
Residents Reached through Educational Efforts	73,207	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:	3rd 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	20,452	21,650	21,662	-0.06%
Calls Received from Escambia County	13,196	16,306	17,888	-8.84%
Number of Adults in Need from Calls Received	21,623	20,537	20,154	1.90%
Number of Children in Need from Calls Received	12,001	14,151	14,428	-1.92%
Number of Seniors in Need from Calls Received	3,758	1,822	2,292	-20.51%
Number of Veterans in Need from Calls Received	1,196	485	642	-24.45%
2-1-1 Website Visits	132,441	156,088	139,082	12.23%
Sources Available through 2-1-1	1756	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	31,736	44,097		

Agency Name: Visit Pensacola
FY 19/20 Appropriation Amount – $6,449,534.00

Goals & Metrics Scorecard:	3rd Quarter FY 19/20	FY18/19*	FY17/18	% Change
# of Visitors	522,443	2,909,359	2,330,000	-34.6%
Direct Spending	195,528,000	644,000,000	839,000,000	-3.5%
TDT Collections	2,551,790	12,335,694	11,600,000	61.3%
Occupancy	52%	70%	64%	-5.1%
Average Daily Rate (ADR)	$120.10	$114.60	$ 126.73	30.2%
Revenue Per Available Room (RevPar)	$62.32	$102.23	$ 77.96	23.0%
Length of Stay	4.1	5.9	4.9	-46.8%
Average Spend Per Party/Per Trip	$1,405.26	$1,381.00	$ 1,989.00	16.3%
First-Time Visitors	37%	31%	35%	51.0%

*FY 18/19 was reported previously on a calendar year basis. Only 9 months. FY 18/19 has been updated to the full 12 months Oct 2018 to Sept 2019.

VP has changed research firms 04.01.2020 from Majority Opinion to Downs & St. Germain.

Agency Name: African American Heritage Society
FY 19/20 Appropriation Amount – $30,000.00

Goals & Metrics Scorecard:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Increase Programs and Events for Cultural Tourism				
African American Heritage Society Center Visitors	120 (Jan & Feb)	1,200	400	200.00%
Enhance Programs that Diversity and Further The Society's				
Cultural Tourism Potential (Examples)				
Coulson House Museum Visitors	120 (Jan & Feb)	1,269	400	217.25%
Foo Foo Festival Storytell Program Attendees	N/A	294	100	194.00%
Martin Luther King Plaza Presentation/Discussion	65	10	75	-86.67%
Escambia County Black History Month Program	65	106	85	24.71%
Gallery Talk	140	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	Fall & Spring 2020-2021	400 guests anticipated with a combination of live and virtual attendance		
The United Way (Proposed)	50	Diversity Training Workshops		

Agency Name: Naval Flight Academy
FY 19/20 Appropriation Amount – $100,000.00

Goals & Metrics Scorecard:	3rd 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	0*	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	0*	3,501	3,478	0.66%
Number of Students from Escambia County	0*	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				

*No activity due to COVID-19 challenges.

Agency Name: West Florida Historic Preservation Inc

FY 19/20 Appropriation Amount – $200,000.00

Goals & Metrics Scorecard:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Education School Children/Families about Escambia Co				
Number of School Children Served	6,003	14,500	13,208	9.78%
Attract and Share Art and History with the Tourism Audience				
Number of Site Visitors	77,568	178,933	173,578	3.09%
Collect, Preserve, Interpret and Share the Art and History of				
Escambia County/Northwest Florida				
Number of Volunteers	64	94	40	135.00%
Number of Volunteer Hours	1,969	7,200	6,600	9.09%

Agency Name: Gulf Coast Minority Chamber

FY 19/20 Appropriation Amount – $60,000.00

Goals & Metrics Scorecard:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change	# Change
Increase in Registered Businesses					
Minority	373	219	65	236.92%	154
Women Owned Small Business	396	230	79	191.14%	151
Veteran Owned Small Business	154	87	38	128.95%	49
Economically Disadvantaged Woman Owned Small Business	61	0	0	0.00%	0
Service Disabled Veteran Owned Small Business	72	45	20	125.00%	25
African	168	102	34	200.00%	68
Hispanic	94	49	9	444.44%	40
Asian	77	44	15	193.33%	29
Native	29	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	242	211	178	11.64%	22
Contacts (not members but receive communication	956	825	775	6.45%	60

Agency Name: PEDC
FY 19/20 Appropriation Amount – $600,000.00

Goals & Metrics Scorecard:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Business Development by Increasing the Number of				
Primary Sector Jobs	**Estimate**			
Economic impact estimates	$57,789,350	764,000.00	33,500.00	2180.60%
Number of new jobs created	144	1,375.00	132.00	941.67%
Cost per job	3,125	360.00	3,787.00	-90.49%
Workforce Development /Career Academy Enrollment	6,065	10,602.00	6,161.00	72.08%
Number of new businesses created	10	8	4	100.00%
State/Federal funds received	$2 mill EDA applied	0.00	3,100,000.00	-100.00%

Agency Name: Jr Achievement
FY 19/20 Appropriation Amount – $20,000.00

Goals & Metrics Scorecard:	3rd 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	71	101	105	-3.81%
Number of Students Impacted	1,698	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:	3rd Quarter FY To Date	FY18/19	FY17/18	% Change
Enroll Children in Quality Childcare				
Number of Children Enrolled in Childcare	101	85	68	25.00%
Total Number of Children Served	3,626	4,910	4,690	4.69%
Number of Parents Able to Obtain Employment	1,813	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:	3rd 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	21	20	19	5.26%
Number of Pounds of Litter Removed by Adopt-A-Spot	185	6,007	7,500	-19.91%
Work with Escambia County to Help with Roadside Litter				
and Blighted Properties				
Pounds of Roadside Litter Removed	4,403	18,766	20,000	-6.17%
CRA Cleanups	2	8	10	-20.00%
Code Enforcement Calls	1	5	3	66.67%
Court Ordered Community Service Hours	189	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)**	0	0	250	-100.00%
Ink Cartridges Recycled	125	446	300	48.67%

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18285 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Pensacola Developmental Center-Request for Deferring July Lease Payment due to COVID-19
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pensacola Developmental Center Request for Deferring July Lease Payment due to COVID-19 - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board approve the request of Pensacola Developmental Center, located at 1 Villa Drive, Pensacola, FL 32506, to defer the July lease payment until August, at which time both July and August lease payments will be made.

BACKGROUND:

On June 28, 2012, the Board of County Commissioners approved Resolution 2012-92 authorizing a lease between Escambia County and Pensacola Care, Inc. The Pensacola Developmental Center (PDC) is a residential center for individuals with intellectual and developmental disabilities offering congregate living arrangements for adults of all ages. The monthly lease amount is $15,199.34.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The County Administrator can provide relief under the State of Emergency.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18249 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: SBA#175 - Sheriff's Off-Duty Officer Reimbursements, Misc. Fees, Auto Repairs, Public Records and Investigation Costs
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #175, 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 #175, General Fund (001), in the amount of $17,015, to recognize the Sheriff's off-duty officer reimbursements, miscellaneous fees, auto repairs, public records and investigation 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.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund	Miscellaneous Sheriff's Fees Investigative Costs Miscellaneous Reimbursements/Fees	369939 341525 369401	$ 1,352 $ 230 $15,433 $17,015
Fund Name	Cost Center Code/Title	Account Code	Amount
TO: General Fund	540101/Administration	59703	$17,015
		TOTAL	$17,015

BACKGROUND:

The Sheriff's Department has received off-duty officer reimbursements, miscellaneous fees, auto repairs, public records and investigation costs associated with providing law enforcement and services in Escambia County. An appropriation of $17,015 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by $17,015.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund	Miscellaneous Sheriff's Fees Investigative Costs Miscellaneous Reimbursements/Fees	369939 341525 369401	$ 1,352 $ 230 $15,433 $17,015
Fund Name	Cost Center Code/Title	Account Code	Amount
TO: General Fund	540101/Administration	59703	$17,015
		TOTAL	$17,015

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#175

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 miscellaneous Sheriff's fees, auto repair, auto insurance, public records 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 — Fund Name
001 — Fund Number

Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous Sheriff Fees	369939	$1,352
001/ General Fund	Investigative Costs	341525	230
001/ General Fund	Miscellaneous Reimbursements/Fees	369401	15,433
Total			$17,015

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	$17,015
Total			$17,015

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

7/14/20 Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.07.22 11:25:09 -05'00'

OMB Approved

Supplemental Budget Amendment
#175

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18315 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Supplemental Budget Amendment #179 - Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #179, Coronavirus Relief Fund Under the Coronavirus Aid, Relief, and Economic Security Act, Clara Long, Neighborhood and Human Services Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #179, Other Grants and Projects Fund (110) and the General Fund (001), in the amount of $906,094, to recognize the Coronavirus Relief Fund (CRF) allocation provided by the Florida Housing Finance Corporation (FHFC) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and to appropriate these funds to support housing related activities in response to COVID-19.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331626 (new)	CARES-CRF-FHFC Housing	903,834
001	General Fund	369936	Indirect Costs-Other	2,260
Total				**$906,094**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	370239	CARES-CRF-FHFC Housing	51201	Salaries	18,184
110			52101	FICA	1,391

110			52201	Retirement Contributions	1,819
110			52301	Life & Health	3,750
110			52401	Workers Comp	157
110			53401	Other Contractual Srvs	54,136
110			54201	Postage & Freight	100
110			54801	Promotional Activities	936
110			54901	Other Current Chgs & Obligations	2,660
110			55101	Office Supplies	500
110			55201	Operating Supplies	6,750
110			58301	Other Grants & Aids	813,451
001	110201	Non-Departmental	59805	Reserve for Operating	2,260
Total					**$906,094**

BACKGROUND:

As part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress and signed into law March 27, 2020, the County will receive an allocation of $903,834 from the Coronavirus Relief Fund (CRF) from the State of Florida through an allocation from the Florida Housing Finance Corporation (FHFC). These funds will be used to address housing activities such as rent, mortgage, and utility assistance for low and moderate income households in response to COVID-19. This Supplemental Budget Amendment also incorporates the transfer of indirect cost to the General Fund, in the amount of $2,260. CRF will be managed and implemented by the Neighborhood Enterprise Division of the Neighborhood & Human Services Department.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by $903,834 and Fund 001 by $2,260.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331626 (new)	CARES-CRF-FHFC Housing	903,834
001	General Fund	369936	Indirect Costs-Other	2,260
Total				**$906,094**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount

110	370239	CARES-CRF-FHFC Housing	51201	Salaries	18,184
110			52101	FICA	1,391
110			52201	Retirement Contributions	1,819
110			52301	Life & Health	3,750
110			52401	Workers Comp	157
110			53401	Other Contractual Srvs	54,136
110			54201	Postage & Freight	100
110			54801	Promotional Activities	936
110			54901	Other Current Chgs & Obligations	2,660
110			55101	Office Supplies	500
110			55201	Operating Supplies	6,750
110			58301	Other Grants & Aids	813,451
001	110201	Non-Departmental	59805	Reserve for Operating	2,260
Total					**$906,094**

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# 179

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 been awarded funds via the Coronavirus Aid, Relief, and Economic Security (CARES) Act from the State of Florida and distributed by the Florida Housing Finance Corporation (FHFC) under the Coronavirus Relief Fund (CRF), and this funding must now be recognized and appropriated to be used for housing related activities pre-approved by the program.

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
Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
CARES-CRF-FHFC Housing	110	331626 (new)	903,834
Indirect Cost	001	369936	2,260
Total			**$906,094**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Salaries	110 / 370239 (new)	51201	18,184
FICA	110 / 370239 (new)	52101	1,391
Retirement Contributions	110 / 370239 (new)	52201	1,819
Life & Health	110 / 370239 (new)	52301	3,750
Workers Compensation	110 / 370239 (new)	52401	157
Other Contractual Services	110 / 370239 (new)	53401	54,136
Postage & Freight	110 / 370239 (new)	54201	100
Promotional Activities	110 / 370239 (new)	54801	936
Other Current Charges and Obligations	110 / 370239 (new)	54901	2,660
Office Supplies	110 / 370239 (new)	55101	500
Operating Supplies	110 / 370239 (new)	55201	6,750
Other Grants & Aids	110 / 370239 (new)	58301	813,451
Reserves for Operating	001 / 110201	59805	2,260
Total			**$906,094**

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: 2020.07.23 14:50:51 -05'00'

OMB Approved

Supplemental Budget Amendment
179

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18317 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Issuance of a Purchase Order to Tolar Manufacturing
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order to Tolar Manufacturing for Bus Shelters - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the issuance of a Purchase Order to Tolar Manufacturing for the Escambia County Mass Transit Department:

A. Authorize the issuance of a Purchase Order, in the amount of $44,225, to Tolar Manufacturing for the purchase of five Bus Shelters; and

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

[Funding Source: Fund 320, FTA Capital Grant Fund, Cost Center 211234]

BACKGROUND:

ECAT staff listed bus shelter criteria on vendor registry to receive quotes. Tolar was the only responsive vendor.

Evaluation criteria included shelters that are ADA compliant, Solar Lighting, and USB ports. Although Tolar was the only responsive vendor, their price is lower than the independent cost estimate prepared by the Mass Transit Department as part of the procurement process. Tolar has also provided bus shelters and parts in the past and is a reliable company to do business with.

In September 2019, a Bus Stop Accessibility Study was prepared in coordination with the FL-AL TPO. This purchase reflects the progress of bringing all the bus stops into ADA Compliance.

BUDGETARY IMPACT:

These shelters are budgeted in Fund 320, FTA Capital Grant Fund, Cost Center 211234.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of ordinances of Escambia County, FL 1999, Chapter 46, Finance Article II Purchases and Contracts. Per the guidance received at the October 3, 2019 Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Engineering Department will work with Purchasing Office Staff to prepare a Purchase Order.

Attachments

Quote
Itemized List
Procurement Request
Vendor Registry

TOLAR MANUFACTURING

258 Mariah Circle
Corona, CA 92879
(951) 808-0081
www.tolarmfg.com
info@tolarmfg.com

Quote No:	20139r1 SW
Date:	6/29/2020
Quote Expires:	30 Days
Sales Contact:	Scott Williams
Phone:	951-547-8230
Email:	swilliams@tolarmfg.com

Customer:	Project:
Escambia County Area Transit 1515 W Fairfield Dr Pensacola, Fl. 32501	9' Sierra Advertising Shelters

Lead Time:	14 Weeks
	From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice
	Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	5	Tolar Model 2589-01 - 9' Sierra Dome Roof Advertising Shelter featuring: dome roof design with bronze tint twinwall polycarbonate roof panels secured by gasketed pressure ribs; round logo disk in roof ends; standard flat back-to-back advertising kiosk in downstream end wall with 2 side hinged doors with 3/16" clear tempered glass lenses; perforated wall screens in rear and upstream half end walls; internally telescoping adjustable leveling shoes; zinc anchors; installation hardware and instructions; finished in super durable baked powder coat finish color RAL 7004 Signal Grey	$ 5,215.00	$ 26,075.00
2	5	Tolar Model No. RMS80F USB -Solar Lighting System featuring: security lighting under shelter roof with 5 day minimum autonomous operation; 8 Watt LED light fixture; roof mounted solar panels; custom under roof mounted enclosure with integrated battery storage, ECM, bracketry and wiring; custom installation/bracket kit to fit Tolar shelters; USB charging station and wiring in rear post; all components finished in Super Durable baked polyester powder coat finish color RAL 7004 Signal Grey	$ 1,650.00	$ 8,250.00
3	5	Tolar Model 23682-111 - 44" Loop Arm Bench with Back featuring: Recycled HDDP black palstic slat seating surface and back surface; one(1) seat delineator arm rest, and arm rests on both ends; zinc anchors; installation hardware and instructions; finished in super durable baked powder coat color RAL 7004 Signal	$ 525.00	$ 2,625.00
4	5	Tolar Model 1578-01 - 20 Gallon smooth sided pole mounted metal trash receptacle featuring: hinged cover and lid; bracket to fit shelter; installation hardware and instructions; finished in super durable baked powder coat color RAL 7004 Signal Grey	$ 495.00	$ 2,475.00

QUOTE APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:		$ 39,425.00
ESTIMATED Freight:		$ 4,800.00
FIRM Freight:		$ -
TOLAR Delivery:		$ -
CA State Sales Tax	0.00%	$ -
Total:		$ 44,225.00

Pricing Notes:

1. Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
2. If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of $1,200.00 per design/model.
3. Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
4. Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
5. Client provides unloading at destination, including forklift and labor as necessary.

Initials: _____

TOLAR MANUFACTURING
258 Mariah Circle
Corona, CA 92879
(951) 808-0081
www.tolarmfg.com
info@tolarmfg.com

Quote No:	20139r1 SW
Date:	6/29/2020
Quote Expires:	30 Days
Sales Contact:	Scott Williams
Phone:	951-547-8230
Email:	swilliams@tolarmfg.com

Customer:	Project:
Escambia County Area Transit 1515 W Fairfield Dr Pensacola, Fl. 32501	9' Sierra Advertising Shelters

Lead Time:	14 Weeks
	From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice
	Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:

6. Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

1. Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.

2. Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.

3. Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.

4. Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.

5. Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.

6. Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.

7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.

8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.

9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.

10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.

11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.

12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.

13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.

Initials: _____

TOLAR MANUFACTURING

258 Mariah Circle
Corona, CA 92879
(951) 808-0081
www.tolarmfg.com
info@tolarmfg.com

Quote No:	20139r1 SW
Date:	6/29/2020
Quote Expires:	30 Days
Sales Contact:	Scott Williams
Phone:	951-547-8230
Email:	swilliams@tolarmfg.com

Customer:	Project:
Escambia County Area Transit 1515 W Fairfield Dr Pensacola, Fl. 32501	9' Sierra Advertising Shelters

Lead Time:	14 Weeks
	From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice
	Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:

15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.

Initials: _____

Itemized List:

Description	Qty	UOM	Substitutions Allowed	Link	Files
5 x 9 Advertising Shelter with standard back to back advertising kiosk in downstream end wall with 2 side hinged doors with 3/16" clear tempered glass lenses; perforated wall screens in rear	5	ea	Yes		
Powder Coat Finish Color RAL 7004 - Signal Grey	5	ea	Yes		
Solar Lighting System with roof mounted solar panels	5	lot	Yes		
44" Loop Arm Bench with Back	5	lot	Yes		
USB Charging Capabilities	5	lot	Yes		
20 Gallon Pole Mounted Trash Receptacle	5	lot	Yes		

PROCUREMENT REQUEST

Project Name / Title: ADA Bus Shelter

Description of items to be Purchased

(5) Five ADA compliant bus shelters w/trash receptacle and ADA compliant bench. Solar lighting for safety and security

Purpose and Justification

Purchase of ADA compliant shelters to meet the need of ADA accessibility study requirements

Independent Cost Estimate
(must be attached): $65,000.

Request Prepared By	Rodrigues Kimbrough	
Department Manager Approval		
Deputy Director Review		
Director Approval	Tonya Ellis	Tonya Ellis 6/24/2020.

FINANCE REVIEW

Funding Availability: FL-34-0030-00 AH 11.94.02

Grant Application Number: $97,639 available

Approved for Next Step: gwiedeman 06/24/2020.

56301
211234

Independent Cost Estimates (ICE) Summary Form

Date of Estimate: June 24, 2020

Description of Goods and or services:

Five ADA compliant bus shelters w/trash receptacle, ADA compliant bench, and solar lighting for safety and security.

Shelter must be a minimum of 10 feet in length, have transparent sides for visibility and security. Shelter must be constructed of materials that are resisitent to weather; graffiti is easily removed. Shelter must have non flat roof.

Bench seat dimensions: 20 inches minimum to 24 inches maximum in depth and 42 inches minimum in length. Bench seat height 17 inches minimum to 19 inches maximum above the floor or ground. Bench back support 42 inches minimum in length and that extends from a point 2 inches maximum above the seat to a point 18 inches minimum above the seat. Bench should be able to support vertical or horizontal forces of 250 pounds applied at any point on the seat, fastener, mounting device, or supporting structure.

Solar light kits are designed to provide safety and security to travelers before and after day light hours.

Method of Obtaining Estimate:

Attach additional documentation such as previous pricing documentation, emails, internet screen shots, estimates on letterhead etc.

_____ Published Price List (Attach source and date)

X Historical Pricing (Attach copy of documentation from previous PO / Contract

_____ Comparable Purchases by other Agencies (Attach email correspondence)

_____ Engineering or Technical Estimate (Attach)

_____ Independent Third-Party Estimate (Attach)

_____ Other (Specify) _____ (Attach documentation) _____

Pre-established pricing resulting from competition (Contract Modification Only)

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is $ **$65,000**.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Assembly Kits for ECAT Bus Shelters ITB# PD 14-15.011							
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 1/20/2015 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Addenda	Qty (17) TOTAL	Qty (25) TOTAL	Qty (30) TOTAL
Parsco LLC	Y	Y	Y	Y	Y	$192,100	$282,500	$339,000
Brasco International, Inc.	Y	Y	Y	Y	Y	$122,315	$178,000	$212,850
Tolar Mfg. Co., Inc.	Y	Y	Y	Y	Y	$219,130	$322,250	$386,700
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						DATE: January 20, 2015	
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: January 20, 2015	
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: January 20, 2015	

CAR DATE To Be Determined

BOCC DATE

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to Brasco International, Inc. for a total of $212,850.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

JP/lk

Posted 2/25/2015 @ 8:45 a.m. CST

Brasco International
32400 Industrial Drive
Madison Heights, MI 48071
Phone: 313-393-0393
Fax: 313-393-0499

Robin

ESCAMBIA COUNTY
CLERK OF CIRCUIT COURT
2015 JUL -6 P 2:46
DISBURSEMENTS/CONTRACTS

Invoice

Sold To: Escambia County Area Transit
Clerk of the Court & Comptroll
221 Palafox Place Suite 140
Pensacola, FL 32502
United States

Ship To: Escambia County Area Transit
ATTN: Colette Wiedeman
1515 W Fairfield
Pensacola, FL 32501
United States

Invoice Number:	45722	**Salesman:**	Richard Padilla
Invoice Date:	06/30/15	**Terms:**	50% DEPOSIT 50% NET 30
Customer:	ESCAMBIA COU	**Packing List:**	1381
Order No:	4131	**PO Number:**	151138

Item	Quantity	Description	Revision	Unit Price	Amount
1	30	CS-0508OFFR-ML - 5' x 8' Custom Shelter, Open Front, Aluminum Flat Roof w/ Blades, Aluminum Perf. Panel on Rear Wall in Tube Frame, Powder Coated (RAL 9006), White Aluminum. 2-Sided Illuminated Ad Box (Solar) on Left Wall 14 W. Solar Lighting w/ 5day Battery/3.8 W LED Light. 2 @ 100 W Flexible Solar Panels. 4' Curveline Bench w/ perf. aluminum seat w/ armrests 10 Gallon Attachable Trash		$7,095.00000 / EA	$212,850.00

Sub-total:	**$212,850.00**
Sales Tax:	**$0.00**
Shipped Via Contract Carrier:	**$0.00**
Invoice Total:	***$212,850.00***
Paid To Date:	***$0.00***
Balance Due:	***$212,850.00***

VendorRegistry

Expired Quote

Manage expired quote

Expired Quotes / Expired Quote

SUBMISSIONS REOPEN NOTIFY VENDORS COPY QUOTE ANALYTICS

QUESTIONS SET TO 'IN REVIEW' SET TO 'AWARDED' SET TO 'CANCELLED'

ADD NOTE

Status: Awarded

Quote Details: Mass Transit Bus Shelters

Quote Overview:
The Mass Transit Department would like to purchase 5 complete bus shelter kits with ADA Compliance.

Deadline: 6/30/2020 2:00 PM (Central Daylight Time)

Quote #: 0620-001

Products and Services:

- Benches, Park, Including Bus Stop Benches

Documents:

- ADA Compliance.pdf

Itemized List:

Description	Qty	UOM	Substitutions Allowed	Link	Files
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44" Loop Arm Bench with Back	5	lot	Yes		
USB Charging Capabilities	5	lot	Yes		
20 Gallon Pole Mounted Trash Receptacle	5	lot	Yes		

Online Bids: more

- Tolar Manufacturing Company, Inc - RMS60FComplete.pdf
- Tolar Manufacturing Company, Inc - 1578-01.pdf
- Tolar Manufacturing Company, Inc - 23682-00.pdf
- Tolar Manufacturing Company, Inc - 2589-01.pdf
- Tolar Manufacturing Company, Inc - Quote20139r1SW.pdf

Additions:

Addition 1: Award Information

Posted: 7/23/2020

Amount: $44,225.00

Description:
Priced as per request.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18247 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Surplus and Sale of County-Owned Real Property Located at 631 Campbell Road
From: Cassie Boatwright, Department Director
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 631 Campbell Road - Cassie Boatwright, Department Director, Facilities Management Department

That the Board take the following action concerning the surplus and sale of County-owned real property located at 631 Campbell Road:

A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

B. Declare surplus the Board's real property at 631 Campbell Road, located in District 5, Account #: 11-1134-000, Reference #: 04-5N-30-3003-000-000; Property Appraiser's current assessed value: $5,225;

C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

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

BACKGROUND:

The County-owned lot located at 631 Campbell Road escheated to the County on February 6, 2020. The sale of this property will be set at the Property Appraiser's current assessed value, in accordance with Section 46.134 of the Escambia County Code of Ordinances.

This property was reviewed by County departments and it has been determined that the County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134

IMPLEMENTATION/COORDINATION:

Facilities Management - Real Estate staff will coordinate the auction of this property.

Attachments

Information Package_631 Campbell Road (D5)

Departmental Review Checklists - 631 Campbell Road (D5)

ECPA Home

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: 045N303003000000
Account: 111134000
Owners: ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 631 CAMPBELL RD 32535
Use Code: VACANT 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	$5,225	$0	$5,225	$5,225
2018	$5,225	$0	$5,225	$5,225
2017	$5,225	$0	$5,225	$5,225

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/06/2020	8243	304	$100	TD	View Instr
01/1966	318	884	$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

BEG AT SE COR OF NW1/4 OF NW1/4 N 110 YDS TO S LI OF PUBLIC RD W ALG RD 70 YDS S 185 YDS TO RD NELY ALG N LI...

Extra Features

None

Parcel Information

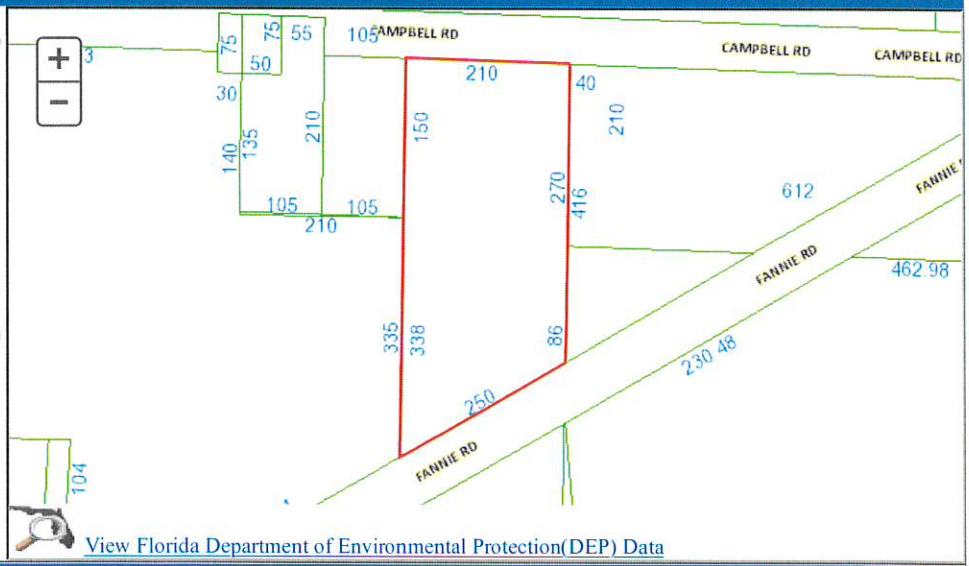
Launch Interactive Map

Section Map Id: 04-5N-30

Approx. Acreage: 2.1281

Zoned: RMU

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

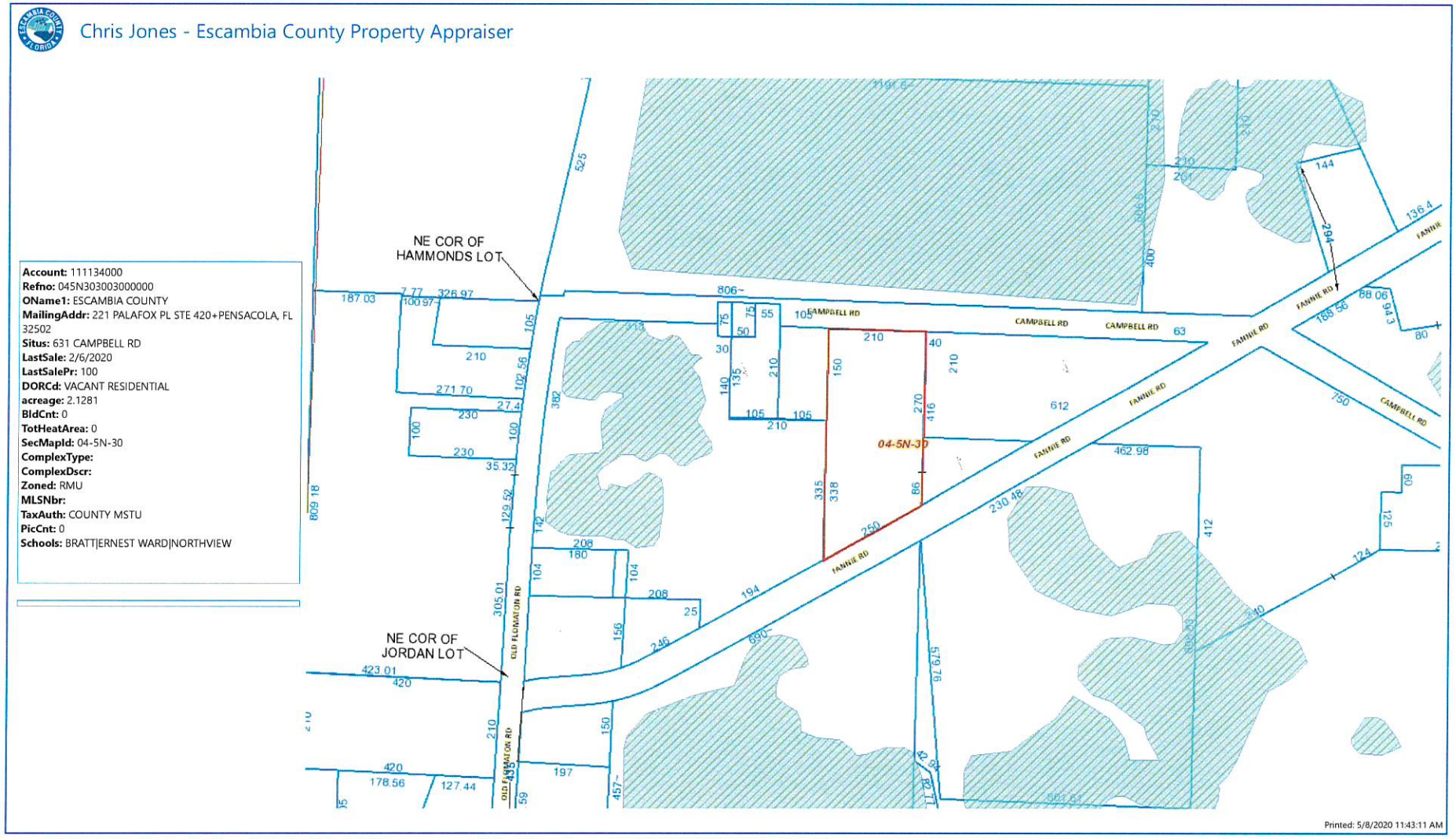
None

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:05/08/2020 (tc.2357)

Chris Jones - Escambia County Property Appraiser

Account: 111134000
Refno: 045N303003000000
OName1: ESCAMBIA COUNTY
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 631 CAMPBELL RD
LastSale: 2/6/2020
LastSalePr: 100
DORCd: VACANT RESIDENTIAL
acreage: 2.1281
BldCnt: 0
TotHeatArea: 0
SecMapId: 04-5N-30
ComplexType:
ComplexDscr:
Zoned: RMU
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: BRATT|ERNEST WARD|NORTHVIEW



Chris Jones - Escambia County Property Appraiser

Account: 111134000
Refno: 045N303003000000
OName1: ESCAMBIA COUNTY
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 631 CAMPBELL RD
LastSale: 2/6/2020
LastSalePr: 100
DORCd: VACANT RESIDENTIAL
acreage: 2.1281
BldCnt: 0
TotHeatArea: 0
SecMapId: 04-5N-30
ComplexType:
ComplexDscr:
Zoned: RMU
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: BRATT|ERNEST WARD|NORTHVIEW



Printed: 5/8/2020 11:45:23 AM

Escambia County, FL - Address Search

631 CAMPBELL RD

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	631 CAMPBELL RD
Parcel Ref (link to Property Appraiser):	04-5N-30-3003-000-000
Tax Collector ID (link to Tax Collector):	111134000
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32535 (Note: Must be verified with USPS)
Water Franchise:	TOWN of SOUTH FLOMATON
Elementary School Zone:	Bratt (Note: Must be verified with the ECSD)
Middle School Zone:	Ernest Ward (Note: Must be verified with the ECSD)
High School Zone:	Northview (Note: Must be verified with the ECSD)
Voting Precinct:	22
Polling Place:	Century City Hall (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	55

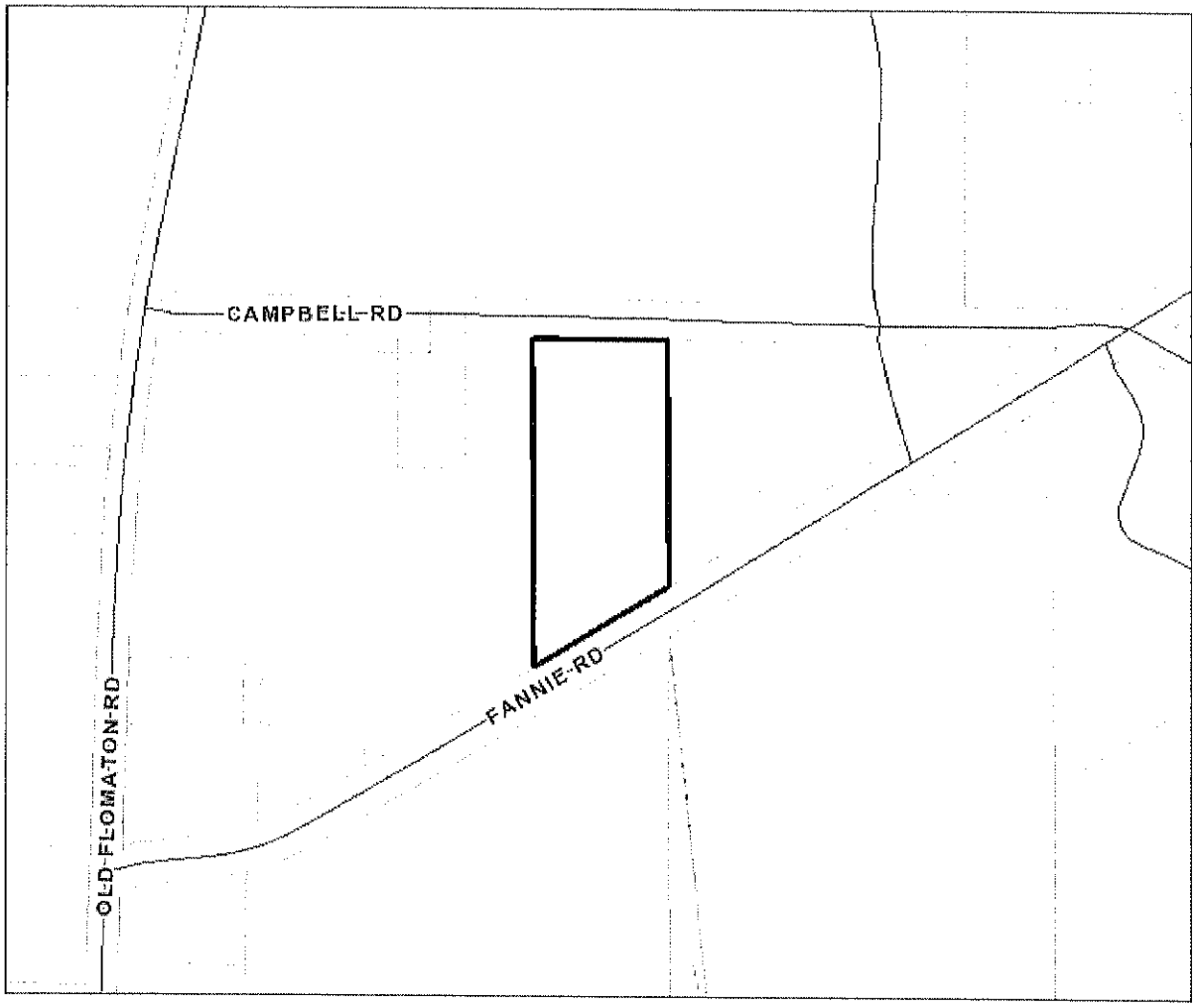
Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	No
DFIRM Panel:	12033C0080G
Base Flood Elevation:	No
Wind Zone:	120
Fire District:	CENTURY - 5

Topographical Report	
Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	ARENTS-WATER COMPLEX, UNDULATING,KALMIA FINE SANDY LOAM, 2 TO 5 PERCENT SLOPES
Drainage Basin:	CENTURY
Drainage Basin Number:	I

Land Use Report	
Zoning:	RMU
Future Land Use 2030:	RC
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image



Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	**631 Campbell Rd**
Reference:	**04-5N-30-3003-000-000**
PA Assessed Value:	**$5,225**
Zoning:	**RMU**
FLU 2030:	**RC**
Acreage:	**2.1281**
CRA District	**NONE**
Commission District	**5**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management	X		Timothy Day	
Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management	X			
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division	X			N/A
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management	X			
Engineering – Construction Management	X			
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description			Joseph Barrett	No issues
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division	X			
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency	X		Clara Long	
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management	☑		Cassie C. Boatwright	None
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	**631 Campbell Rd**
Reference:	**04-5N-30-3003-000-000**
PA Assessed Value:	**$5,225**
Zoning:	**RMU**
FLU 2030:	**RC**
Acreage:	**2.1281**
CRA District	**NONE**
Commission District	**5**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management	✓		Eric Porter	No Need No Safety Concern
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	631 Campbell Rd
Reference:	04-SN-30-3003-000-060
PA Assessed Value:	$5,225
Zoning:	RMU
FLU 2030:	RC
Acreage:	2.1281
CRA District	NONE
Commission District	5

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering – Stormwater Management				
Engineering – Construction Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation	✓			
Office of Management & Budget				
County Attorney – Legal issues				

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18207 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Correction of Cost Center for a FF&E Item for the New Correctional Facility - Medline
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Correction of Cost Center for Furniture, Fixtures and Equipment Item for New Correctional Facility, Medline Industries, Inc. - Cassie C. Boatwright, Facilities Management Department Director

That the Board take the following action concerning the correction of Cost Center for Furniture, Fixtures and Equipment (FF&E) item for New Correctional Facility - Medline Industries Inc.:

A. Rescind the Board's action of June 4, 2020, CAR Item #17, specific vendor Medline, Medical Equipment, Fund:111 Cost Center 290406 authorizing issuing Purchase Orders to various vendors for the purchases of FF&E for the New Correctional Facility in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and

B. Ratify and approve the issuance of Purchase Order 201583 to Medline Industries, Inc., for Medical Equipment, Fund 311 Cost Center 290408 Project #14SH2728. Funds are available in the New Correctional Jail Facility project to pay for this equipment.

Vendor/Contractor	Funding	Amount	Contract Number
Medline Industries Inc. PO 201583	Fund 311, Cost Center 290408, Object Code 56401 Project Number 14SH2728	$66,208.62	MMCAP MMS2000161

[Funding Source: Fund 311, Series 2017 Project Fund; Cost Center 290408, County Jail Facility; Object Code 56401, Machinery & Equipment, Project #14SH2728]

BACKGROUND:

Meeting in regular session on June 4, 2020, the Board was asked by the Facilities Management Department in AI-17838 Item #17-B to authorize issuing several Purchase Orders for the purchase of FF&E for the New Correctional Facility. The vendor listed as Medline was presented to come from Fund 111, Detention/Jail Commissary, Cost Center 290406, Detention/Jail.

This request for Board action is to rescind and ratify the use of Fund 111, Cost Center 290406 and approve the use of Fund 311, Cost Center 290408, Project #14SH2728 for this vendors PO. We are using two Cost Centers to purchase the many approved items and the wrong Cost Center was noted for the vendor listed as Medline in the original request.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Medline Industries, Inc. PO 201583	Fund 311, Cost Center 290408, Object Code 56401 Project Number 14SH2728	$66,208.62	MMCAP MMS2000161

Funding is available in Fund 311, Series 2017 Project Fund, Cost Center 290408, County Jail Facility, Object Code 56401, Machinery & Equipment, Project #14SH2728.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MEdline PO BCC 6_4_20

PURCHASE ORDER NO. 201583

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
420204
MEDLINE INDUSTRIES INC
THREE LAKES DRIVE
NORTHFIELD IL 60093

ENTERED 6-22

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: JASON WALKER - SEE NOTES

ORDER DATE: 06/30/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001505	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: PREPAY AND ADD	DESC.: FFE BCC APPROVED 6/4/2020	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PLEASE READ BEFORE SENDING ANY ITEMS		
			CONTACT 1ST LT. JASON WALKER AT		
			JAWALKER@MYESCAMBIA.COM		
			CELL 850-377-1884 OFFICE 850-436-9366		
			FOR DELIVERY LOCATION AND SHIPPING DATE.		
			**ITEMS NOT PREVIOUSLY ARRANGED THROUGH LT. WALKER ARE		
			SUBJECT TO BEING REJECTED AT DELIVERY. ANY COST FOR		
			RE-DELIVERY OF ITEMS WILL BE AT THE VENDOR'S EXPENSE.**		
			SUBSTITUTIONS ALLOWED IF PRE-APPROVED		
01	1.00	LOT	MEDICAL EQUIPMENT FOR THE NEW	66208.6200	66,208.62
			COUNTY CORRECTIONAL FACILITY - SEE		
			ATTACHED		
			QUOTES		
			BCC APPROVED 6/4/2020		

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	290408	56401	66,208.62	14SH2728

PAGE TOTAL $	66,208.62
TOTAL $	66,208.62

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

B. Continued…

Vendor/Contractor	Amount	Contract Number
Dell Computers & Monitors Fund: 311 Cost Center: 290408	$68,024.60	NASPO ValuePoint 43211500-WSCA-15-ACS
Emerald Coast Office Products Office Furniture Fund: 311 Cost Center: 290408	$205,565.66	State of Florida Contract 425-001-12-1
Datum Filing System C/O Emerald Coast Office Products Shelving Fund: 311 Cost Center: 290408	$50,142.68	GS-28F-005BA
Global TelLink Corporation Video Visitation Equipment & Installation Fund: 111 Cost Center: 290406	$201,975.00	PD 17-18.022
Medline Medical Equipment Fund: 111 Cost Center: 290406	$66,208.62	MMCAP MMS2000161
Motorola Radios and Equipment Fund: 311 Cost Center: 290408	$141,160.00	19860-NASPO & HGAC-EC07-18

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

[Funding: Fund 311, Series 2017 Project Fund; Cost Center 290408, County Jail Facility; Object Codes 56201, Buildings & 56401, Machinery & Equipment, Project # 14SH2728 Detention Facilities and Fund; Fund 111, Detention/Jail Commissary, Cost Center 290406, Detention/Jail; Object Codes 56201, Buildings & 56401 Machinery and Equipment and Fund: 501, Internal Service Fund; Cost Center 150111, BCBS Health Grant; Object Codes 56401, Machinery & Equipment & 55201 Operating Supplies]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

18. Recommendation: That the Board approve and authorize the County Administrator to sign the Amendment of Agreement relating to PD 18-19.073, Residential Substance Abuse Treatment Program, awarded by the Board on August 15, 2019. This Amendment is to supplement the original solicitation to include the tasks set forth in the *Application for Funding Assistance, Project Overview*, located on pages 5-17 of the RSAT Grant Application. Through execution of this Amendment of Agreement, The Transition House acknowledges that it has received a copy of the *Residential Substance Abuse Treatment (RSAT) Program Subaward Standard Conditions*, located on pages 18-32 of the RSAT Grant Application, and that The Transition House shall comply with all applicable provisions thereof. The Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant, was approved and authorized by the Board on June 6, 2019, for an estimated annual amount of $100,000.

This Amendment will result in no increase to the amount billed to the County.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18274 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Ratification of the FEMA COVID-19 Federally Funded Subaward and Grant Agreement
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Ratification of the FEMA COVID-19 Federally Funded Subaward and Grant Agreement - Janice P. Gilley, County Administrator

That the Board approve and ratify the Chairman's signature on the FEMA COVID-19 Federally Funded Subaward and Grant Agreement.

BACKGROUND:

COVID-19 Federally-Funded Subaward and Grant Agreement:
Agreement Number: Z1785
Date range - March 13, 2020 through December 31, 2020
COVID-19 Category B Public Assistance for Governmental Entities

Examples of Eligible Activities

- Transporting and pre-positioning equiptment and other resources for response
  - Costs related to pre-positioning resources specifically for COVID-19 are eligible if the resources are used in the performance of eligible Emergency Work.
- Emergency Operation Center (EOC)-related costs
  - Increased Utility Costs
  - Costs to lease a facility
  - Meal costs
  - Supply Costs
  - Sanitation Costs
- Emergency Access
- Supplies and Commodities
- Medical care and transport
- Evacuation and sheltering

- Childcare**
- Safety inspections
- Security, such as barricades, fencing, or law enforcement
- Use or lease of temporary generators for facilities that provide essential community services
- Dissemination of information to the public to provide warnings and guidance about health and safety hazards using various strategies, such as flers, public service announcements, or newspapepr campaigns

BUDGETARY IMPACT:

Funds will be on a reimbursement basis at 75% Federal, 12.5% State, and 12.5% Local between March 13, 2020 and December 31, 2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Attourneys office has reviewed.

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Section II, B.8. Resolutions, Agreements and Contracts.

IMPLEMENTATION/COORDINATION:

The Program Coordinator has been coordinating with the departments on gathering required documentation for reimbursement.

Attachments

COVID-19 Agreement 1
COVID-19 Agreement 2

Agreement Number: Z1785

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Escambia County
Sub-Recipient's unique entity identifier:	075079673
Federal Award Date:	March 13, 2020
Subaward Period of Performance Start and End Date (Cat A-B):	01/20/2020 – Attachment B
Subaward Period of Performance Start and End Date (Cat C-G):	01/20/2020 – Attachment B
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to eligible Sub-recipient as determined by FEMA
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Escambia County (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Elizabeth Kissel
221 Palafox Place, Suite 420
Pensacola, FL 32502
Telephone: 850-595-3935
Email: ekissel@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

"a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: $6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling $131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that 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 Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification for Advance Payment

Agreement Number: Z1785

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Escambia County

By: _____

Name: Steven Barry

Title: Chairman

Date: 7/16/20

FEID# 59-6000598

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Escambia County								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	$0.00		$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late OR
- Withhold $500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that 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 is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
(Signature)

Steven Barry, Chairman
Name and Title

221 Palafox Place, Suite 420
Street Address

Pensacola, FL 32502
City, State, Zip

7/16/2020
Date

Escambia County
Sub-Recipient's Name

DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name: Steven Barry	Agent's Name: Elizabeth Kissel
Signature:	Signature: Elizabeth Kissel
Organization / Official Position: Escambia County, Chairman	Organization / Official Position: Program Coordinator
Mailing Address: 221 Palafox Place, Suite 420	Mailing Address: 221 Palafox Place, Suite 420
City, State, Zip: Pensacola, FL 32502	City, State, Zip: Pensacola, FL 32502
Daytime Telephone: 850-595-4950	Daytime Telephone: 850-595-3935
E-mail Address: district5@myescambia.com	E-mail Address: ekissel@myescambia.com
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name: Sharon Pitts	Official's Name
Signature: Sharon R. Pitts	Signature
Organization / Official Position: Asst to the County Administrator	Organization / Official Position
Mailing Address: 221 Palafox Place, Suite 420	Mailing Address
City, State, Zip: Pensacola, FL 32502	City, State, Zip
Daytime Telephone: 850-595-4947	Daytime Telephone
E-mail Address: sharonpitts@myescambia.com	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

7/16/2020

Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:	**Date:**
Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: **Month:** October	**Day:** 1
Sub-Grantee's Federal Employer's Identification Number (EIN)	56 - 6000598
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known)	033 - 99033 - 00

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

   ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. Return the property to its natural state as though no improvements had been contained thereon;

   iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. Leave the demolished site clean, level, and free of debris;

   vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. Obtain all required permits;

   ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. 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;

   xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

   xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

   i. The Clean Air Act of 1955, as amended;

   ii. The Clean Water Act of 1977, as amended;

   iii. The Endangered Species Act of 1973;

   iv. The Intergovernmental Personnel Act of 1970;

   v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

   vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

   vii. The Fish and Wildlife Coordination Act of 1958;

   viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

   ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

   i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

   ii. EO 11514 (NEPA).

   iii. EO 11738 (violating facilities).

   iv. EO 11988 (Floodplain Management).

   v. EO 11990 (Wetlands).

   vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Steven Barry, Chairman — 7/16/2020

Printed Name and Title — Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated withPA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for allPermanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates.*

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

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[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
   a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
   b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
   a. Not be required to rebuild the facilities back to what existed prior to the disaster.
   b. Be allowed to share funds across all of its Pilot Projects.
   c. Not be required to track costs to specific work items.
   d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
   e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
   f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
   a. Determine the actual SOW and hazard mitigation measures to be implemented; and
   b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based onthe actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, theApplicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting anywork that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) andwill include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid.* This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are requiredto execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with anestimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project.** In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

1) New Time Extension;
    a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
    b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
2) New Project Amendment;
    a) Requests for Alternate Projects; and/or
    b) Requests for Improved Projects; and/or
    c) Requests for Mitigation Opportunities; and/or
    d) Requests for Revised Scope of Work; and/or
    e) Significant Cost Variance (>20%); and/or
    f) Use of Eligible Excess Funds
3) New Project Appeal

a) Applicant Appeal
   i) Request First Appeal; and/or
   ii) Request Second Appeal; and/or
   iii) Request Appeal via Arbitration
b) Project Appeal
   i) Large Project Appeal
      (1) Request First Appeal; and/or
      (2) Request Second Appeal; and/or
      (3) Request Appeal via Arbitration
   ii) Small Project Appeal
      (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:
- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at http://www.fema.gov/alternative-procedures and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.
To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	**Months**
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via. the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) A Request for Reimbursement (available in the FDEM Grants Management System);

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and ad dress for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 075079673

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Escambia County, FL

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 221 Palafox Place, Suite 420

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Pensacola STATE FL ZIP CODE+4** 32502

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☑ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Steven Barry, Chairman

DATE: 7/16/2020

FEMA

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ☐
Not Required for PA Awards (Grants) ☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2k	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must do the following:

   i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

   ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "fundingagreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although"covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

   i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
      1. Competitively within a timeframe providing forcompliance with the contract performance schedule;
      2. Meeting contract performance requirements; or
      3. At a reasonable price.

   ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, anddirectives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. Suggested Language.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, orany other party pertaining to any matter resulting from thecontract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to thecontract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Suggested Language.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Escambia County
Sub-Recipient Agency

7/16/2020
Date

Signature

Steven Barry, Chairman
Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18326 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Purchase Equipment and Services for Blanchard Wi-Fi Project: Phase II
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Hardware Equipment for Phase II of the Blanchard Wi-Fi Project - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the usage of the following two Contracts:

1. NCPA (National Cooperative Purchasing Alliance) Contract 01-97, Advanced Technology Solutions Aggregator; and

2. FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS; and

B. Approve the issuance of three Purchase Orders, for Hardware Equipment from PC Specialists, Inc. D/B/A Technology Integration Group, for Phase II of the Blanchard Wi-Fi project, in the amount of $66,224.44, (pricing obtained through the competitively bid NCPA Contract 01-97 and FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS Contract).

Vendor/Contractor	Amount	Contract Number
Vendor: PC Specialists, Inc. d/b/a Technology Integration Group		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056480	10,320.00	NCPA Contract 01-97, Advanced Technology Solutions Aggregator
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056476	51,205.72	FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS

Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056520	4,698.72	NCPA Contract 01-97, Advanced Technology Solutions Aggregator	

BACKGROUND:

Phase I of the Blanchard Wi-Fi Project focused on installing the Fiber Backbone Infrastructure connecting all floors to the Core Switch and installing Cat 6 cabling for the Wireless Access Points. Phase II of the project will place 48 port data switches in every data closet and 80 Wireless Access Points (WAPS) throughout the building.

TIG Hardware quote # 056480	$10,320.00	
TIG Hardware quote # 056476	$51,205.72	
TIG Hardware quote # 056520	$4,698.72	
Total	**$66,224.44**	

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Vendor: PC Specialists, Inc. d/b/a Technology Integration Group		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056480	10,320.00	NCPA Contract 01-97, Advanced Technology Solutions Aggregator
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056476	51,205.72	FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056520	4,698.72	NCPA Contract 01-97, Advanced Technology Solutions Aggregator

Note on Contracts:

This Hardware was competitively bid through NCPA (National Cooperative Purchasing Alliance) Contract 01-97, Advanced Technology Solutions Aggregator; and the FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS Contracts.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida Chapter 46 Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing, in conjunction with Information Technologies, will issue a Purchase Order.

Attachments

Quote 056476
Quote 056480
Quote 056520
NCPA 01-97 Advanced Technology Solutions Aggregator
NASPO ValuePoint

ARUBA SWITCHES BLANCHARD BUILDING

Quote Information:

Quote #: 056476

Version: 1
Quote Date: 07/23/2020
Expiration Date: 08/22/2020

Prepared by:

TIG Pensacola

Heather Reichmann
(850) 449-2608
Fax (850) 439-0070
Heather.Reichmann@tig.com

TIG Pensacola

106 E Gregory Street
Pensacola, FL 32502

Bill To

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

221 Palafox Ste 210
Pensacola, FL 32502
Shawn Fletcher
(850) 595-1678
spfletch@myescambia.com

Ship To

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

221 Palafox Ste 210
Pensacola, FL 32502
Scott McDonald
(850) 595-4686
scott_macdonald@co.escambia.fl.us

Payment Terms: NET 30

Hardware		Price	Qty	Ext. Price
FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS				
JL083A 	**HPE Aruba 3810M 4SFP+ Module - For Data Networking, Optical NetworkOptical Fiber10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots - SFP+**	$561.18	2	$1,122.36
JW124A	**HPE PC-AC-NA North America AC Power Cord - For Cloud Services Controller - North America**	$2.12	1	$2.12
H3CW3E	**HPE Care Pack Foundation Care Exchange Service - 1 Year Extended Service - Service - 9 x 5 Next Business Day - Service Depot - Exchange - Physical Service**	$1,521.52	1	$1,521.52
JW736A	**Aruba 7205 Wireless LAN Controller - 4 x Network (RJ-45) - Gigabit Ethernet - Rack-mountable**	$5,779.06	1	$5,779.06
JL558A#ABA 	**Aruba 2930F 48G PoE+ 4SFP+ 740W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - Lifetime Limited Warranty**	$3,290.82	13	$42,780.66
		Subtotal		**$51,205.72**

Quote Summary	Amount
Hardware	$51,205.72
Total:	**$51,205.72**

Please Click Here to complete a short 2 minute survey.

Terms & Conditions

This Technology Integration Group ("TIG") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the " Terms") attached to this Quote. If Buyer has ordered products or services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer. Unless ordered pursuant to a government prime contract that is identified on the customer's purchase order, all sales are intended to be to the end user, and resale of the products is prohibited.

Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.

Acceptance

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Signature / Name Initials

Title

Date

PO Number

ARUBA ACCESS POINTS FOR BLANCHARD BUILDING

Quote Information:

Quote #: 056480

Version: 1
Quote Date: 07/24/2020
Expiration Date: 08/22/2020

Prepared by:

TIG Pensacola

Heather Reichmann
(850) 449-2608
Fax (850) 439-0070
Heather.Reichmann@tig.com

TIG Pensacola

106 E Gregory Street
Pensacola, FL 32502

Bill To

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spfletch@myescambia.com

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221 Palafox Ste 210
Pensacola, FL 32502
Scott McDonald
(850) 595-4686
scott_macdonald@co.escambia.fl.us

Payment Terms: NET 30

Hardware		Price	Qty	Ext. Price
NCPA Contract #01-97				
R2X05A 	**Aruba Instant On AP15 IEEE 802.11ac 1.99 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Ceiling Mountable, Wall Mountable**	$129.00	80	$10,320.00
		Subtotal		**$10,320.00**

Quote Summary	Amount
Hardware	$10,320.00
Total:	**$10,320.00**

Please Click Here to complete a short 2 minute survey.

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different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

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Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.

Acceptance

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Signature / Name Initials

Title

Date

PO Number

AXIOM BLANCHARD BUILDING

Quote Information:

Quote #: 056520

Version: 1
Quote Date: 07/24/2020
Expiration Date: 08/23/2020

Prepared by:

TIG Pensacola

Heather Reichmann
(850) 449-2608
Fax (850) 439-0070
Heather.Reichmann@tig.com

TIG Pensacola

106 E Gregory Street
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scott_macdonald@co.escambia.fl.us

Payment Terms: NET 30

Hardware		Price	Qty	Ext. Price
NCPA contract 01-97				
J9150D-AX 	**Axiom Aruba SFP+ Module - For Optical Network, Data Networking - 1 LC 10GBase-SR Network - Optical Fiber Multi-mode - 10 Gigabit Ethernet - 10GBase-SR**	$180.72	26	$4,698.72
		Subtotal		**$4,698.72**

Quote Summary	Amount
Hardware	$4,698.72
Total:	**$4,698.72**

Please Click Here to complete a short 2 minute survey.

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hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

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Acceptance

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Signature / Name Initials

Title

Date

PO Number

NCPA (National Cooperative Purchasing Alliance) 01-97 Advanced Technology Solutions Aggregator

NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are awarded based on quality, performance, and most importantly pricing.

NCPA contracts are available for use to over 90,000 agencies nationwide in both the public and nonprofit sectors including: K-12, Higher Education, City, County, State, Healthcare, Church/Religious and all Non-profit organizations.

Authorized Dealer Program

SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of SYNNEX, subject to the following requirements:

- Reseller must have a current account in good standing at SYNNEX and signed Dealer Agreement. To participate, please send request to NCPA@synnex.com (mailto:NCPA@synnex.com).
- Dealer quote will include the NCPA contract price and your cost from SYNNEX.
- Enduser pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to SYNNEX. Quotes can be obtained at NCPA@synnex.com (mailto:NCPA@synnex.com).
- Both the End user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

NCPA Approved Resellers (https://www.synnexcorp.com/us/govsolv/snx_download.php?fid=N2ADmxaQjw13RqXJ2cdWVubGBcpHOWaWtqVqWelmtpa5tsaZlkcQ==&fname=NCPA-01-97-Authorized-Reseller-listing-for-website.xlsx)

NCPA Terms and Conditions (https://www.synnexcorp.com/us/govsolv/ncpa_snx-advanced-tech-solution-aggregator_01-97_terms-and-conditions_v-08122019/)

NCPA SYNNEX Services (https://www.synnexcorp.com/us/govsolv/snx_download.php?fid=Luaa963kay13RqXJ2cdWRnb2JcpHOWaWtqVqWelmtpa5tsaZlkcQ==&fname=NCPA-SYNNEX-Services.xlsx)

NCPA Pricing Calculator (https://www.synnexcorp.com/us/govsolv/synnex-ncpa-01-97-pricing-calculator/)

The NCPA 01-97 Contract covers all vendor product lines available at SYNNEX. SYNNEX' and manufacturers' standard commercial certifications/authorizations are required for participation, in addition to any requirements specific to Public Sector or this contract. Please reach out to NCPA@SYNNEX.com for assistance.

California SLP Red Hat MSRP (https://www.synnexcorp.com/us/govsolv/snx_download.php?fid=TSgv6uYmmF13RqXJ2cdWRtb2FcpHOWaWtqVqWelmtpa5tsaZlkcQ==&fname=Red-Hat-SLP-Contract-Update_11_13_18_MSRPForPublication.xlsx)

Microsoft Implementation Services Pricelist Master (https://www.synnexcorp.com/us/govsolv/snx_download.php?fid=TytN7RdNUK13RqXJ2cdWVla2VcpHOWaWtqVqWelmtpa5tsaZlkcQ==&fname=Microsoft-Implementation-Services-Pricelist-Master-2019-01-22.xlsx)



(https://ec.synnex.com/ecx/)

SERVICESolv FIELD SERVICES

(https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2016/04/Field-Services-e-rate.pdf)

Legal Information (https://www.synnexcorp.com/legal-information/)

Privacy Policy (https://www.synnexcorp.com/privacy-policy/)

Environmental Policy (https://www.synnexcorp.com/us/wp-content/uploads/sites/64/2017/09/SYNNEXEnvironmentalPolicy.pdf)

Qualilty Policy (https://www.synnexcorp.com/us/wp-content/uploads/sites/64/2017/09/SYNNEXQualityPolicy.pdf)

Terms & Conditions (https://www.synnexcorp.com/terms/)

Copyright Policy (https://www.synnexcorp.com/copyright-policy/)

Hewlett Packard Enterprise

Expiration
05/31/2021

Inception
06/04/2014

Download Model PA

Description

Master Agreement # AR1464

Awarded Categories -

Data Center Applications
Networking Software
Network Optimization & Acceleration
Optical Networking
Routers
Security
Storage Networking
Switches
Wireless
Unified Communications

Documents

Data Comm 14-19-Hewlett-Packard AR1464 MA wAmendments.pdf
Hewlett Packard Enterprise Price File (Updated June 2020)
Data Comm-14-19HPE-Model Participating Addendum.DOCX

Hewlett Packard Proposal
Hewlett Packard Amendment 3 - Partial Assignment to Entco
Hewlett Packard Amendment 4 - 1 year renewal
Hewlett Packard Enterprise Authorized Fulfillment Partners (Updated December 2019)
Hewlett Packard Amendment 5 - 1 year renewal

Contact Information

Name: Nancy Schwarz
Phone: (480) 636-0267
Email: nancy.schwarz@hpe.com
Website: www.hpe.com/buy/datacommAR1464

Data Communications Products & Services (2014 - 2020) State Participating Addenda

A Participating Addendum (PA) is generally used by a state Chief Procurement Official (CPO) to establish a state contract tied to a specific NASPO ValuePoint master agreement. The PA identifies unique terms and conditions specific to a state and identifies state agencies and other eligible entities in the state that are authorized to participate in the agreement. A state CPO may issue PAs that allow participation as follows:

- *Statewide – provides for participation by all state and local government agencies and other eligible entities within the state*
- *State only – provides for participation only by state agencies*
- *Other eligible entities only – provides for participation by local government agencies and other eligible entities, but prohibits participation by state agencies*

Please review the Participating Addendum for eligibility details.

Completed PAs
State of Colorado
State of Delaware
State of Florida
State of Hawaii
State of Iowa
State of Kentucky

State of Louisiana
State of New Hampshire
State of New Jersey
State of New Mexico
State of Vermont

For questions related to participation in NASPO ValuePoint master agreements, please contact the Cooperative Contract Coordination team at ccc@naspovaluepoint.org.

Other Eligible Entity Participation

For states that do not use a Participating Addendum, or use a Participating Addendum covering only certain entities, other eligible entities may participate in a master agreement as described in an Eligible Entity Participation Document provided by NASPO ValuePoint.

Please review the Eligible Entity Participating Document for eligibility details.

Eligible Entity Participation Documents
State of Arizona
State of Arkansas
State of California
State of Illinois
State of Indiana
State of Michigan
State of New Jersey
State of North Carolina
State of Ohio
State of Wyoming

For questions related to participation in NASPO ValuePoint master agreements, please contact the Cooperative Contract Coordination team at ccc@naspovaluepoint.org.

Contact NASPO ValuePoint to learn how you can execute a Participating Addendum.

Didn’t find what you need click here

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18309 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract PD 14-15.030 - Bob Sikes Bridge Toll System Time and Materials Maintenance Contract
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract Option to Renew - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract, and the option to renew for five years:

A. Approve renewing the Contract for maintenance of the Bob Sikes Bridge Toll System from August 24, 2021, through August 23, 2026; and

B. Approve and authorize the County Administrator to sign a letter to TransCore, LP, stating that Escambia County is exercising their option to renew for five additional years.

Funding	Amount	Contract Number
Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 54601	$1,159,505.25	PD 14-15.030 Bob Sikes Toll System

The Bob Sikes Bridge is located in Commission District 4.

BACKGROUND:

On August 24, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project, to TransCore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. At the same time, the Board also approved five years' Time and Materials Maintenance, with the option to renew for an additional five years.

Approval of this Recommendation will exercise Escambia County's option to renew the Contract for the final five years. Upon Board approval, staff will send the provided letter signed by the County Administrator, to TransCcore, LP, to exercise the renewal option.

BUDGETARY IMPACT:

There is no current budgetary impact. Future funding will be allocated per the Contract in each fiscal year during the budget approval for the BSB Toll Plaza fund. Per the Contract, the following set costs are already negotiated per Contract year.

Time Period	Maintenance Cost	10% Time/Materials (Equipment)	Grand Total
Year 6 - ending 8/23/22	$196,569.21	$19,656.92	$216,226.13
Year 7 - ending 8/23/23	$203,449.13	$20,344.91	$223,794.04
Year 8 - ending 8/23/24	$210,569.85	$21,056.99	$231,626.84
Year 9 - ending 8/23/25	$217,939.80	$21,793.98	$239,733.78
Year 10 - ending 8/23/26	$225,567.69	$22,556.77	$248,124.46

Funding	Amount	Contract Number
Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 54601	$1,159,505.25	PD 14-15.030 Bob Sikes Bridge Toll System

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A (The Contract has already been executed.)

PERSONNEL:

No additional personnel will be required to execute this request.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Contract will be renewed for an additional five years. Staff will send a letter signed by the County Administrator to TransCore, LP.

Attachments

Letter
BCC Minutes
TransCore Email

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Janice P. Gilley
County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502

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

August 6, 2020

Edgardo Torres, P.E., P.M.P.
Associate Vice President
TransCore
2416 Lake Orange Road, Suite 100
Orlando, FL 32837

Dear Mr. Torres:

RE: Contract PD 14-15-0.30

This letter serves to exercise the option to renew for five (5) additional years, starting August 24, 2021 for PD 14-15-0.30 Bob Sikes Toll System Time and Materials Maintenance Contract in Escambia County. We understand this option will begin on August 24, 2021 and end on August 23, 2026.

If you have any questions or need any clarifications, please feel free to contact Joy Jones, Engineering Director, at djjones@myescambia.com or (850) 595-3451.

Thank you for your continuing partnership.

Sincerely,

Janice P. Gilley
County Administrator
Escambia County

c: Paul Nobles, Purchasing Manager
Joy Jones, P.E., Engineering Department Director
Christine W. Fanchi, P.E., P.T.P., Transportation Engineer

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve the funding allocation of $300 from Commissioner Lumon May's discretionary fund to sponsor the Pensacola Branch National Association for the Advancement of Colored People's (NAACP) 29th Annual Freedom Fund Banquet on July 12, 2019.

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

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 28, with the exception of Items 8, 9, and 24, which were held for separate votes, as amended to drop Item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

19. Recommendation: That the Board approve the annual allocation, in the amount of $183,499.46, plus an additional 10% ($18,349.95), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2020, to Transcore, LP.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401.]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 28, with the exception of Items 8, 9, and 24, which were held for separate votes, as amended to drop Item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Time and Materials Maintenance Contract Agreement PD 14-15.030

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the annual allocation, in the amount of $177,294.16, plus an additional 10% ($17,729.42), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2019, to Transcore, LP (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401).

Speaker(s):

Sean Bullington

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning Contracts for the Bob Sikes Bridge Toll Facility (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401):

A. Approving the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, through July 7, 2018, to Transcore, LP; and

B. Amending the Board's action of December 8, 2016, CAR II-32, Item "B," and approving a 12-month extension, effective July 1, 2017, through June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

24. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655):

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
Purchase Order No.:	161394
Change Order (CO) No.:	1
Original Award Amount:	$337,890.80
Cumulative Amount of Change Orders through this CO:	$19,500.00
New Contract Total:	$357,390.80

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of $180,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.

11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

Task 1 Design and Permitting is being changed from $78,000 to $45,000, which is based on actual expenses.

Task 2 Construction is being changed from $864,000 to $758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from $40,200 to $180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at $1,000,000.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action. (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of $1,675,379.02;

B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:

(1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

(2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743.00;

(3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495.00;

(4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

(5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

(Continued on Page 21)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Continued...

(6) Third Party Software Purchase Orders, as follows:

(a) Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

(b) Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

(c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

(d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495.00;

(e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795.00;

(f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

(7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

(8) Graybar, UPS, in the amount of $10,908.80, for computer hardware, totaling $86,991.69;

C. Acknowledging, for the Board's record, the total for installation, in the amount of $1,762,370.71; and

(Continued on Page 22)

Wendy C Eacret

From: Christine W. Fanchi
Sent: Thursday, July 23, 2020 1:41 PM
To: Wendy C Eacret
Subject: FW: [EXTERNAL]RE: 5-year Contract Renewal

See below from Transcore.

Thanks!

Christine W. Fanchi, PE, PTP
Transportation Engineer
Transportation & Traffic Operations | Escambia County
3363 W. Park Place | Pensacola, FL 32505
cwfanchi@myescambia.com | 850.595.3433 office | 850.281.0291 cell

From: Torres, Edgardo <edgardo.Torres@TransCore.com>
Sent: Friday, July 17, 2020 3:44 PM
To: Christine W. Fanchi <cwfanchi@myescambia.com>
Subject: [EXTERNAL]RE: 5-year Contract Renewal

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.

Christine,

Yes, I believe it to be correct as well.
TransCore has no objections to proceed with the renewal of the second 5 years of this contract and will gladly work with you to execute the renewal. We appreciate your business very much.

Thank you,

Edgardo Torres, P.E., PMP | Associate Vice President
TransCore | 2416 Lake Orange Road, Suite 100 | Orlando, FL 32837
Office: (321) 281-4153 |**Cell:** (787) 239-2499

From: Christine W. Fanchi <cwfanchi@myescambia.com>
Sent: Wednesday, July 15, 2020 3:48 PM
To: Torres, Edgardo <edgardo.Torres@TransCore.com>
Subject: RE: 5-year Contract Renewal

Edgardo-

Spoke to my Director regarding the contract years as discussed. We understand the contract language states – 1-year of installation/warranty, then 10-years of Maintenance. We understand that to mean:

- Installation/Warranty- 8.24.2015-8.23.2016
- Year 1 Maintenance- 8.24.2016-8.23.2017
- Year 2 Maintenance- 8.24.2017-8.23.2018
- Year 3 Maintenance- 8.24.2018-8.23.2019
- Year 4 Maintenance- 8.24.2019-8.23.2020
- Year 5 Maintenance- 8.24.2020-8.23.2021
- Year 6 Maintenance- 8.24.2021-8.23.2022
- Year 7 Maintenance- 8.24.2022-8.23.2023
- Year 8 Maintenance- 8.24.2023-8.23.2024
- Year 9 Maintenance- 8.24.2024-8.23.2025
- Year 10 Maintenance- 8.24.2025-8.23.2026

We understand we executed the original contract for the Installation year plus 5 years of maintenance. We'd like to go ahead an execute our renewal for the second 5 years of this contract. Please let me know if the above schedule is per contract.

Many thanks-
Christine W. Fanchi, PE, PTP
Transportation Engineer
Transportation & Traffic Operations | Escambia County
3363 W. Park Place | Pensacola, FL 32505
cwfanchi@myescambia.com | 850.595.3433 office | 850.281.0291 cell

From: Torres, Edgardo <edgardo.Torres@TransCore.com>
Sent: Monday, July 13, 2020 12:54 PM
To: Christine W. Fanchi <cwfanchi@myescambia.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: 5-year Contract Renewal

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Hi Christine,

I'm available now or anytime this afternoon.

Thanks,

Edgardo Torres, P.E., PMP | Associate Vice President
TransCore | 2416 Lake Orange Road, Suite 100 | Orlando, FL 32837
Office: (321) 281-4153 |**Cell:** (787) 239-2499

From: Christine W. Fanchi <cwfanchi@myescambia.com>
Sent: Monday, July 13, 2020 1:50 PM

To: Torres, Edgardo <edgardo.Torres@TransCore.com>
Subject: RE: [EXTERNAL]RE: 5-year Contract Renewal

Edgardo-
Sorry for delay, thanks for reply. Do you have time to chat this afternoon? Please let me know what time works for you and I'll call you.

Thanks!
Christine W. Fanchi, PE, PTP
Transportation Engineer
Transportation & Traffic Operations | Escambia County
3363 W. Park Place | Pensacola, FL 32505
cwfanchi@myescambia.com | 850.595.3433 office | 850.281.0291 cell

From: Torres, Edgardo <edgardo.Torres@TransCore.com>
Sent: Thursday, July 02, 2020 5:14 PM
To: Christine W. Fanchi <cwfanchi@myescambia.com>
Subject: [EXTERNAL]RE: 5-year Contract Renewal

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Christine,

Contract executed date and rates seems ok. I'm a bit confused with the time period and end of contract date. Perhaps we can discuss over the phone a few minutes next week on Tuesday?

Thanks,

Edgardo Torres, P.E., PMP | Associate Vice President
TransCore | 2416 Lake Orange Road, Suite 100 | Orlando, FL 32837
Office: (321) 281-4153 |**Cell:** (787) 239-2499

From: Christine W. Fanchi <cwfanchi@myescambia.com>
Sent: Wednesday, July 1, 2020 3:32 PM
To: Torres, Edgardo <edgardo.Torres@TransCore.com>
Subject: 5-year Contract Renewal

Edgardo-
As we discussed on the phone a couple weeks ago, the County is ready to move forward to renew our Maintenance contract with Transcore for the Toll Plaza facility. In order to move forward, I need you to clarify the following-

1. Please confirm the date of execution of the original contract. We understand it to be the date of the last signature on 8/24/2015.
2. Please confirm that we are currently in Year 5, starting in July.

3. Please confirm the rates (attached) for Years 6-10.

Once we have this information confirmed, we will take the renewal to our Board for action. If passed, our County Administrator will send a letter to notice Transcore to that effect.

Thank you for your partnership. Please let me know if you have questions. I look forward to your response.
Take care-
Christine W. Fanchi, PE, PTP
Transportation Engineer
Transportation & Traffic Operations | Escambia County
3363 W. Park Place | Pensacola, FL 32505
cwfanchi@myescambia.com | 850.595.3433 office | 850.281.0291 cell

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18303 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Reallocation of Capital Improvements Program Funds - Local Option Sales Tax IV District 2 Discretionary Funds
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

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

That the Board approve a Local Option Sales Tax (LOST) IV Discretionary Funding Source, in the amount of $2,160,000, to fund the Jackson Street Complete Streets Project.

Fund	Cost Center	Project Number	Project Name	Amount
Fund 353, LOST IV Discretionary Funds	110102	To Be Determined	Jackson Street Complete Streets Project	$2,160,000

This project is located in Commission District 2.

BACKGROUND:

The Jackson Street Complete Streets Project is a sidewalk, drainage, and lighting improvement project designed to connect a sidewalk for pedestrians from Fairfield Drive to the existing sidewalks at Corry Field Road. There will be several phases of construction.

Improvements will include:

- Installation of 129 new light fixtures;
- 12,800 linear feet of sidewalk;

- An overall stormwater conveyance system for the Jackson Street and Myrtle Grove area; and
- A tree mitigation plan to replace removed trees.

BUDGETARY IMPACT:

Fund	Cost Center	Project Number	Project Name	Amount
Fund 353, LOST IV Discretionary Funds	110102	To Be Determined	Jackson Street Complete Streets Project	$2,160,000

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, a Budget Amendment will be transmitted to the Office of Management and Budget for processing to set up the project funding.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18287 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract PD 16-17.081 General Paving and Drainage Pricing Agreement
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract PD 16-17.081, General Paving and Drainage Pricing Agreement for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2019/2020, amend its actions of October 17, 2019, December 5, 2019, and February 20, 2020, to add the following Cost Center on Contract PD 16-17.081 General Paving and Drainage Pricing Agreement: Fund 353, LOST IV Discretionary Fund, Cost Center 110102.

Original funding:	
FUND	**COST CENTER**
175, Transportation Trust Fund	211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin
182, Master Drainage Basin Fund	210719-210736 - Master Drainage Basins I-XVIII
352, LOST III	210107 - Transportation & Drainage, & 350229 - Parks Capital Projects
353, LOST IV	210106 - Transportation & Drainage, & 350221 - Parks Capital Projects
167, Bob Sikes Toll Fund	140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.
Adding the following funding:	
353, LOST IV Discretionary	110102

BACKGROUND:

The issuance of these Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County. Approval of this Cost Center will allow BCC approved discretionary funds to be used on the PD16-17.081, General Paving and Drainage Pricing Agreement.

This Recommendation will grant the Engineering Department the authority to continue to issue Purchase Orders and continue to construct projects under this Contract, up to the previous Board-approved (December 5, 2019, and February 20, 2020) $250,000 limit established for each project.

BUDGETARY IMPACT:

Original funding:	
FUND	**COST CENTER**
175, Transportation Trust Fund	211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin
182, Master Drainage Basin Fund	210719-210736 - Master Drainage Basins I-XVIII
352, LOST III	210107 - Transportation & Drainage, & 350229 - Parks Capital Projects
353, LOST IV	210106 - Transportation & Drainage, & 350221 - Parks Capital Projects
167, Bob Sikes Toll Fund	140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.
Adding the following funding:	
353, LOST IV Discretionary	110102

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action 1252019
Board Action 02202020
Board Action 10172019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

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

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

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

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

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

(Continued on Page 40)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Continued…

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

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

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

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

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board amend its action of October 17, 2019, and December 5, 2019, to increase the annual allocation from $2,000,000 to $4,000,000 on Contract PD 16-17-081, "General Paving and Drainage Pricing Agreement."

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

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

6. Recommendation: That the Board take the following action concerning Issuance of a Purchase Order to Lux Solar on State Contract DOT-ITB-20-9034-GH, for Perdido Key Drive Pedestrian Crosswalks:

   A. Authorize the issuance of a Purchase Order, in the amount of $179,350, to Lux Solar on State Contract DOT-ITB-20-9034-GH, for Perdido Key Drive Pedestrian Crosswalks; and

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

   This project is located in Commission District 2.

   [Funding Source: Fund 353, Local Option Sales Tax (LOST IV), Cost Center 110102, District 2 Discretionary Funds, Object Code 56301]

Motion: Move the item A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

	Vendor/Contractor	**Amount**	**Contract Number**
A	Genesee & Wyoming/Alabama and Gulf Coast Railway Vendor Number: 011274 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$60,843	Annual Signal Maintenance for Railroad Crossings
B	CSX Transportation Vendor Number: 030050 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$63,861	Annual Signal Maintenance for Railroad Crossings
C	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance - State and County Owned Signals Fund 175: (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$300,000	PD 16-17.083 Original Board Approval 12/14/2017 Board Approval 1st Extension 02/07/2019 (contract goes thru 02/07/2020)

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

D	Gulf Coast Traffic Engineers Vendor Number: 072898 Pavement Markings Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$500,000	PD 18-19.007 Original Board Approval 02/07/2019 (Contract goes thru 02/07/2020) Board Action of 02/07/2019, amended on 06/06/19 to add additional funding and cost centers
E	Gulf Coast Traffic Engineers Vendor Number: 072898 Signs Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$75,000	PD 16-17.073 Original Board Approval 01/04/2018 Board Approval for 1st Extension 04/04/2019 (Contract goes thru 04/04/2020)
F	Award Purchase Orders in Excess of $50K for the Continuing Contract for Bridges, Docks and Boat Ramps DKE Marine, Vendor Number: 040206 Davis Marine, Vendor Number: 040386 Gulf Marine, Vendor Number: 072896 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$750,000	PD 12-13.001 Continuing Contract for Bridges, Docks and Board Ramps Original Board Approval 11/1/2012 Board Approval 03/21/2013 to add DKE Marine to list of vendors

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

G	Award Purchase Orders for the Continuing Professional Services - Bridge Work; Construction Engineers Thompson Engineering, Inc., Vendor Number: 201604 Mott MacDonald Consultants, LLC, Vendor Number: 081206 Volkert, Inc., Vendor Number: 220584 American Consulting Engineers, Vendor Number: 012081 HDR Engineering, Inc., Vendor Number: 080064 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 167 - Bob Sikes Toll Fund Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$200,000	PD 02-03.079 Professional Services Continuing Contract Annual Inspection for Bridges
H	Award Purchase Orders for the Continuing Professional Services Bridge Professional Technical Consulting Mott MacDonald Consultants, LLC, Vendor Number: 081206 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$200,000	PD 02-03.79 Professional Services Continuing Contract

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

I	Property Appraisals Asmar and Associates, Vendor Number: 014139 Brantley and Associates, Vendor Number: 410028 Fruitticher-Lowery Appraisal Group, Inc., Vendor Number: 062707 Presley-McKenney and Associates, Vendor Number: 164987 Sherrill Appraisal Company, Vendor Number: 192901 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/210120/210121/210124/210130 Fund: 353 (LOST IV) Cost Center: 210106	$75,000	Annual allocation for property appraisals for capital improvement projects
J	Roads, Inc. of NWF Vendor Number: 182328 Panhandle Grading and Paving, Inc. Vendor Number: 160114 Mid South Paving, Inc. Vendor Number: 133305 Road Materials Pricing Agreement/OGCM Roads Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$300,000	PD 17-18.096 Original Board Approval 11/1/2018 Panhandle Grading and Paving Inc 1st Extension due 01/07/2020 Midsouth Paving, Inc, 1st Extension due 01/24/2020 Roads, Inc. of NWF 1st Extension due 01/14/2020

(Continued on Page 38)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

K	General Drainage and Paving Agreement - Paving and Drainage Projects $750,000 for each vendor Allsouth Construction Services LLC, Vendor Number: 420550 Chavers Construction, Vendor Number: 032335 Gulf Atlantic Constructors, Vendor Number: 843895 J Miller Construction, Inc., Vendor Number: 133404 Mid South Paving, Inc., Vendor Number: 133305 Panhandle Grading and Paving, Vendor Number: 160114 Roads, Inc. of NWF, Vendor Number: 182328 Utility Services Co., Inc., Vendor Number: 211593 B&W Utilities, Vendor Number: 420661 Site and Utility, Vendor Number: 420683 Gulf Marine Construction, Vendor Number: 072896 Heaton Brothers Construction Company, Vendor Number: 081314 Principle Properties, Vendor Number: 420785 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$750,000 per vendor annually	PD 16-17.081 Original Board Approval 11/30/17 Board Approval 1st Extension 12/1/18 (through 11/30/2019)

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

L	Blue Arbor Vendor Number: 023818 Temporary Labor Services Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 116 (Development Review) Cost Center: 240302	$200,000	PD 17-18.055 Original Board Approval 08/02/2018 Board Approval for 1st Renewal 08/17/2019 (contract good thru 08/17/2020)
M	Transcore Holdings, Inc. Vendor Number: 420423 Bob Sikes Bridge Toll System Upgrade Project - Time and Materials Contract Fund: 167 (Bob Sikes Toll) Cost Center: 140301	$225,000	PD 14-15.030 Original Board Approval 07/07/2015 Contract Renewal until 07/07/2020
N	Multicom, Inc. Vendor Number: 426511 Traffic Signalization Equipment Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$100,000	Provides critical traffic signalization equipment such as cables, pedestrian poles, hardware, signs and other accessories

(Continued on Page 40)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

O	JJW Services, Inc. D/B/A Accustaff, Inc. Vendor Number: 010217 Temporary Contract Employees Fund: 167 (Bob Sikes Toll) Cost Center: 140301	$275,000	Contract PD 17-18.055 Original Board Approval 08/02/2018 Board Approval for 1st Extension 08/15/2019 (contract goes thru 08/15/2020

Motion: Move this Item with the two edits **For Information:** Item 32 was amended so that Item K included a $2 million limit on the aggregate, with anything over that amount coming back to the Board, and to leave out Item N. The Board also discussed any projects over $250,000 coming back to the Board, rather than $300,000.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18276 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Third Party Escrow Agreement for Locally-Funded Agreement Between the Florida Department of Transportation and Escambia County
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Third Party Escrow Agreement for the Locally-Funded Agreement Between the Florida Department of Transportation and Escambia County, Florida - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Third Party Escrow Agreement for the Locally-Funded Agreement (LFA) between the Florida Department of Transportation (FDOT) and Escambia County, Florida:

A. Approve and authorize the Chairman to sign the Third Party Escrow Agreement between the FDOT and Escambia County, Florida, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project (Project #437699-1-32-01); and

B. Approve and authorize the Chairman to sign the Third Party Escrow Agreement between the FDOT and Escambia County, Florida, for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project (Project #442920-1-32-01).

The project for County Road 4 over Canoe Creek is located in Commission District 5; the project for Interstate Circle over 8 Mile Creek is located in Commission District 1.

BACKGROUND:

Meeting in regular session on June 4, 2020, the Board approved the following:

A. Locally-Funded Agreement between the FDOT and Escambia County, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project (Project #437699-1-32-01); and

B. Locally-Funded Agreement between the FDOT and Escambia County, for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project (Project #442920-1-32-01).

The Third Party Escrow Agreements were listed as an attachment in paragraph 12 of the Locally-Funded Agreement but the legal stamped/approved copies were not included in the backup.This Recommendation recognizes those Agreements for Board approval and for the Chairman's authorization to sign those Agreements.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Third Party Escrow Agreements were reviewed and approved by the County Attorney's Office.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon approval, Engineering staff will transmit the two signed Third Party Escrow Agreements to FDOT for execution. Once executed, funds will be forwarded to FDOT for the project. Staff will continue to coordinate with FDOT as necessary.

Attachments

Third Party Escrow Agreement - CR4 over Canoe Creek
Third Party Escrow Agreement - Interstate Circle Over 8 Mile Creek
LFA - CR4 over Canoe Creek
LFA - Interstate Circle over 8 Mile Creek
Board Action 06042020

THREE-PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Escambia County, Florida ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Design for replacement of a structurally deficient bridge (No. 480039) on CR 4 over Canoe Creek
Project #: 437699-1-32-01
County: Escambia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue

to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

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

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

FDOT Legal Review:

This document approved as to form and legal sufficiency.
By: _____
Title: Asst County Attorney
Date: July 17, 2023

For Escrow Agent (signature)

Name and Title

Date

THREE-PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Escambia County, Florida ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Design for replacement of a structurally deficient bridge (No. 484071) on Interstate Circle over 8 Mile Creek
Project #: 442920-1-32-01
County: Escambia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue

to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

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

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

FDOT Legal Review:

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 17, 2020

For Escrow Agent (signature)

Name and Title

Date

Escambia County
Clerk's Original

6/4/2020 CAPII-13

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: _____ D.C.
DATE: 6/18/2020

RESOLUTION NUMBER R2020-68

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

Date: 6/18/2020 Verified By:

WHEREAS, the Florida Department of Transportation (FDOT) (hereinafter referred to as DEPARTMENT) is preparing to replace a structurally deficient bridge on CR 4 over Canoe Creek, Bridge #480039, Financial Project Identification Number (FPID) 437699-1-32-01, (hereinafter referred to as the "Project"); and

WHEREAS, the DEPARTMENT will undertake and administer the Project, and Escambia County will contribute a lump sum payment to aid in the costs of the Project.

WHEREAS, Escambia County is prepared to contribute $177,758.00 to the DEPARTMENT for the Project.

WHEREAS, the DEPARTMENT is authorized to enter into the Agreement by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and Escambia County approves this 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 $177,758.00 to be used for project costs for locally funded project number 437699-1-32-01. 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 Locally Funded 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 4th day of June 2020.

Date Executed
6/4/2020

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

_____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____
Title: Asst. County Attorney
Date: April 28, 2020

Escambia County
Clerk's Original

6/14/2020 CA#II-13

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA

Project #437699-1-32-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("PARTICIPANT").

Date: 6/18/2020 Verified By:

RECITALS

1. The DEPARTMENT is preparing to replace a structurally deficient bridge (No. 480039) on CR 4 over Canoe Creek in Escambia County under Financial Project Identification Number 437699-1-32-01. The design phase shall be called the PROJECT for purposes of this AGREEMENT; and

2. The DEPARTMENT and the PARTICIPANT agree to share the costs of the PROJECT. The DEPARTMENT will undertake and administer the Project and share/pay 75% of the total design costs. The PARTICIPANT will share/pay 25% of the total design costs; and

3. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. R2020-68

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

4 The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.

5. The PARTICIPANT agrees that it will, within fourteen (14) calendar days from the DEPARTMENT'S written notice to the PARTICIPANT, furnish the DEPARTMENT an advance deposit in the amount of **ONE HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS ($177,758.00)**, which is 25% of the total estimated project cost. Currently, the total estimated project cost is $711,031.00 ("Total Estimated Project Cost"). The DEPARTMENT may utilize the amount of the deposit stated above for payment of the costs of the Project.

6. The DEPARTMENT may, in its discretion, decide to delay or cancel the Project without liability to the DEPARTMENT, if the PARTICIPANT fails to furnish the advance deposit as provided for in paragraph 5 of this AGREEMENT.

7. If the negotiated amount of compensation with the DEPARTMENT'S consultant is in excess of PARTICIPANT'S advance deposit amount, the PARTICIPANT will provide an additional

deposit representing 25% of the amount in excess of the Total Estimated Construction Project Cost within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total amount of the deposit for the Project is equal to the 25% of the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the Total Estimated Construction Project Cost. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation on final accounting as provided herein below. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S project manager indicating when the deposit will be made. The PARTICIPANT understands the request and approval of the additional time could delay the Construction Project, and additional costs may be incurred due to a delay of the Construction Project.

8. If the negotiated amount of compensation with the consultant is less than the Total Estimated Construction Project Cost, then the DEPARTMENT will retain the amount of the deposit stated in paragraph 5. until completion of final accounting, at which point the terms set forth in paragraph 10. or paragraph 11., as appropriate, will be followed.

9. Should project modifications or changes to bid items occur that increase the PARTICIPANT's share of total project cost, the PARTICIPANT will be notified by the DEPARTMENT accordingly. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Projects. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the negotiated amount for the Project. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

10. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the consultant. The DEPARTMENT considers the project complete when the final payment has been made to the contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the project. The PARTICIPANT will be notified of the final costs. Both parties agree that in the event the final accounting of the total project costs pursuant to the terms of this AGREEMENT is less than the total amounts deposited to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT so that the PARTICIPANT's total share of its participation amount on the project equals 25% of the final accounting of the total project costs for the project. If the final accounting is not performed within three hundred and sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

11. In the event it is determined during the final and complete accounting that the total amounts deposited is less than 25% of the final accounting of total project costs, the PARTICIPANT will

pay the additional amount necessary to equal 25% of the final accounting of the total project costs within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT 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.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Three-Party Escrow Agreement between PARTICIPANT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

13. Contact Persons:

FOR THE PARTICIPANT:
Escambia County Board of County Commissioners
c/o Joy Jones, Public Works Director and County Engineer
3363 West Park Place
Pensacola, Florida 32505
Telephone #: (850) 595-3492
djjones@myescambia.com
Federal Employer ID # (FEIN): 59-6000598

FOR THE DEPARTMENT
Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428
District Contact: Dustin Castells, District Three Local Programs Administrator
Phone: (850) 330-1227
dustin.castells@dot.state.fl.us

14. The following provisions of Section 339.135(6)(a), F.S., are 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 shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties

agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The PARTICIPANT:

(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 PARTICIPANT 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.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

The remainder of this page is blank

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

PARTICIPANT:

ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____

Name: Steven Barry, Chairman

Date: 6/4/2020

Attest: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency

_____ 4/28/2020
Stephen G. West
Senior Assistant County Attorney

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Executive Secretary (SEAL)

FDOT Legal Review:

_____
Office of the General Counsel

Escambia County
Clerk's Original

6/4/2020 CAB II-15

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: _____ D.C.
DATE: 6/18/2020

RESOLUTION NUMBER R2020- 69

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED 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 preparing to replace a structurally deficient bridge on Interstate Circle over 8 Mile Creek, Bridge #484071, Financial Project Identification Number (FPID) 442920-1-32-01, (hereinafter referred to as the "Project"); and

WHEREAS, the DEPARTMENT will undertake and administer the Project, and Escambia County will contribute a lump sum payment to aid in the costs of the Project.

WHEREAS, Escambia County is prepared to contribute $175,000.00 to the DEPARTMENT for the Project.

WHEREAS, the DEPARTMENT is authorized to enter into the Agreement by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and Escambia County approves this 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 $175,000.00 to be used for project costs for locally funded project number 442920-1-32-01. 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 Locally Funded 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 4th day of June 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 4, 2020

Date: 6/18/2020 Verified By: _____

Escambia County
Clerk's Original

6/4/2020 CAR II-15

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA

Project #442920-1-32-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("PARTICIPANT").

Date: 6/8/2020 Verified By:

RECITALS

1. The DEPARTMENT is preparing to replace a structurally deficient bridge (No. 484071) on Interstate Circle over 8 mile Creek in Escambia County under Financial Project Identification Number 442920-1-32-01. The design phase shall be called the PROJECT for purposes of this AGREEMENT; and

2. The DEPARTMENT and the PARTICIPANT agree to share the costs of the PROJECT. The DEPARTMENT will undertake and administer the Project and share/pay 75% of the total design costs. The PARTICIPANT will share/pay 25% of the total design costs; and

3. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No R2020-69.

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

4 The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.

5. The PARTICIPANT agrees that it will, within fourteen (14) calendar days from the DEPARTMENT'S written notice to the PARTICIPANT, furnish the DEPARTMENT an advance deposit in the amount of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($175,000.00)**, which is 25% of the total estimated project cost. Currently, the total estimated project cost is $700,000.00 ("Total Estimated Project Cost"). The DEPARTMENT may utilize the amount of the deposit stated above for payment of the costs of the Project.

6. The DEPARTMENT may, in its discretion, decide to delay or cancel the Project without liability to the DEPARTMENT, if the PARTICIPANT fails to furnish the advance deposit as provided for in paragraph 5 of this AGREEMENT.

7. If the negotiated amount of compensation with the DEPARTMENT'S consultant is in excess of PARTICIPANT'S advance deposit amount, the PARTICIPANT will provide an additional

deposit representing 25% of the amount in excess of the Total Estimated Construction Project Cost within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total amount of the deposit for the Project is equal to the 25% of the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the Total Estimated Construction Project Cost. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation on final accounting as provided herein below. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S project manager indicating when the deposit will be made. The PARTICIPANT understands the request and approval of the additional time could delay the Construction Project, and additional costs may be incurred due to a delay of the Construction Project.

8. If the negotiated amount of compensation with the consultant is less than the Total Estimated Construction Project Cost, then the DEPARTMENT will retain the amount of the deposit stated in paragraph 5. until completion of final accounting, at which point the terms set forth in paragraph 10. or paragraph 11., as appropriate, will be followed.

9. Should project modifications or changes to bid items occur that increase the PARTICIPANT's share of total project cost, the PARTICIPANT will be notified by the DEPARTMENT accordingly. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Projects. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the negotiated amount for the Project. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

10. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the consultant. The DEPARTMENT considers the project complete when the final payment has been made to the contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the project. The PARTICIPANT will be notified of the final costs. Both parties agree that in the event the final accounting of the total project costs pursuant to the terms of this AGREEMENT is less than the total amounts deposited to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT so that the PARTICIPANT's total share of its participation amount on the project equals 25% of the final accounting of the total project costs for the project. If the final accounting is not performed within three hundred and sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

11. In the event it is determined during the final and complete accounting that the total amounts deposited is less than 25% of the final accounting of total project costs, the PARTICIPANT will

pay the additional amount necessary to equal 25% of the final accounting of the total project costs within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT 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.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Three-Party Escrow Agreement between PARTICIPANT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

13. Contact Persons:

FOR THE PARTICIPANT:
Escambia County Board of County Commissioners
c/o Joy Jones, Public Works Director and County Engineer
3363 West Park Place
Pensacola, Florida 32505
Telephone #: (850) 595-3492
djjones@myescambia.com
Federal Employer ID # (FEIN): 59-6000598

FOR THE DEPARTMENT
Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428
District Contact: Dustin Castells, District Three Local Programs Administrator
Phone: (850) 330-1227
dustin.castells@dot.state.fl.us

14. The following provisions of Section 339.135(6)(a), F.S., are 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 shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties

agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The PARTICIPANT:

(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 PARTICIPANT 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.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

The remainder of this page is blank

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

PARTICIPANT:

ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____

Name: Steven Barry, Chairman

Date: 6/4/2020

Attest: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency

_____ 5/04/2020
Stephen G. West
Senior Assistant County Attorney

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Executive Secretary (SEAL)

FDOT Legal Review:

_____
Office of the General Counsel

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action concerning the Locally-Funded Agreement (LFA) between the State of Florida Department of Transportation and Escambia County, Florida, Project #437699-1-32-01, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project:

A. Adopt and authorize the Chairman to sign the Resolution [R2020-68] authorizing the Locally-Funded Agreement (LFA); and

B. Approve and authorize the Chairman to sign the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Florida, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project (Project #437699-1-32-01).

Vendor	Amount	Contract Number
Florida Department of Transportation Local Options Sales Tax (LOST) IV, Fund 353 Cost Center 210106, Object Code 56301, Project #19EN0749 - Fiscal Year 2020 $175,000, Project #19EN0629 Fiscal Year 2020 $2,758	$177,758	Locally Funded Agreement #437699-1-32-01 for County Road (CR4) over Canoe Creek (Bridge No. 480039) Bridge Replacement Project

This project is located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

Vendor/Contractor	Amount	Contract Number
David W. Fitzpatrick, P.E., P.A. Project: Chemstrand Road Sidewalks Fund: 353 Local Option Sales Tax (LOST) IV, Cost Center: 210106, Object Code 56301, Project #18EN0295	$47,313.13	Contract PD 02-03.79 Professional Services

This project is located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

15. Recommendation: That the Board take the following action concerning the Locally-Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida, Project #442920-1-32-01, for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project:

A. Adopt and authorize the Chairman to sign the Resolution [R2020-69] authorizing the Locally-Funded Agreement (LFA); and

B. Approve and authorize the Chairman to sign the LFA between Escambia County, Florida, and the State of Florida Department of Transportation (FDOT) for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project (Project #442920-1-32-01.

This project is located in Commission District 1.

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

[Funding: Local Options Sales Tax (LOST) IV, Fund 353, Cost Center 210106, Object Code 56301, Project #19EN0749, Fiscal Year 2021, $175,000]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

16. Recommendation: That the Board approve the annual allocation, in the amount of $189,921.96, plus an additional 10% ($18,992.20) for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2021, to Transcore, LP.

Vendor	Amount	Contract Number
Transcore, LP Vendor #420423 Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 53401 and 54601	$208,914.16	PD 14-15.030 Bob Sikes Bridge Toll System

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18106 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Change Order on Contract PD 11-12.030 Beach Haven Northeast Drainage and Sewer Project Phase 2
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 11-12.030 to McKim & Creed, Inc., for Beach Haven Northeast Drainage and Sanitary Sewer Project Phase 2 - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to McKim & Creed, Inc., in the amount of $162,915 on Contract PD 11-12.030, Beach Haven Northeast Drainage and Sanitary Sewer Project Phase 2.

The Beach Haven Phase 2 project is a joint project with the Emerald Coast Utilities Authority (ECUA). This Change Order is for additional professional services for limited construction monitoring and design implementation, stormwater treatment, sewer improvements, roadway design, permitting, and surveying. These services are needed for Phase 2, which will take approximately three years to bid, construct, and close out the project. Design changes were required by the Federal Clean Water Act Grant, by Escambia County, and ECUA, and all are recommended for approval by staff:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$162,915
Vendor:	McKim & Creed, Inc.
Project Name:	Beach Haven Northeast Drainage and Sewer Project Phase 2

Contract:	PD 11-12.030
PO#:	200937 (Original PO 121406 formerly known as Jehle-Halstead, Inc.)
CO#:	6
Change Order #1:	$19,000
Change Order #2:	$80,845 - Change Order posted / not approved
Change Order #3:	$48,800.59
Change Order #4:	($80,845) - Deductive Change Order / to correct CO #2 posting
Change Order #5:	Time Only
Original Contract Amount:	$999,430
Cumulative Amount of Change Orders Through this CO:	$230,715.59
New Contract Amount:	$1,230,145.59
Funding Source:	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272

This project is located in Commission District 2.

BACKGROUND:

Meeting in regular session on July 12, 2012, the Board awarded a lump sum contract to McKim & Creed, Inc. (formerly known as Jehle-Halstead, Inc.), per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage and Sanitary Sewer Project, a joint project between Escambia County and the Emerald Coast Utilities Authority (ECUA), to be managed by the Escambia County Engineering Department. The project provides enhanced stormwater improvements and sanitary sewer services to lots located in the Beach Haven neighborhood. The recently-completed Phase I project boundaries extend from Gulf Beach Highway on the south to Jones Swamp on the north, Decatur Avenue on the west, and Mills Avenue on the east.

Phase 2 of the project will provide improvements west to Fairfield Drive with Gulf Beach Highway as the southern boundary. The roadways running north and south include Colbert Avenue, Winton Avenue, Bremen Avenue, Calhoun Avenue, and Rentz Avenue. The roadways running east and west include Cairo Street, Lamar Street, Eliasburg Street, Talbert Street, and Graupera Street.

For Phase I:

- **Change Order #1:** In the amount of $19,000, was for wetland permitting, geotechnical services, and Grant documentation assistance.
- **Change Order #2:** Posted but not approved. A policy change occurred at that time

requiring Construction Engineering Inspection (CEI) services to be performed by others besides the Engineer of Record (EOR).

- **Change Order #3:** In the amount of $48,800.59, was for:
  - Additional funds for limited construction assistance and plan interpretation: Unforeseen issues and circumstances during construction required the Engineer to be present on-site more often than originally anticipated. The 78 hours proposed in the original Contract was not enough time to adequately help with construction assistance and interpretations for the 2.5-year construction period, and thus additional funds were required.
  - County and public information meetings: Additional funds were required to cover multiple public meetings that were held to inform the public of the project prior to construction commencing. Project meetings and weekly meetings with the project team were also required during construction.
  - Additional funds for bidding assistance, permitting, and as-built certification: Unforeseen design complexities required the Engineer to respond to multiple Request for Information (RFI) inquiries and addendums during the bid process, hold additional meetings with permitting agencies, and provide additional as-built certifications. These were not originally anticipated. The hours proposed in the original Contract was not enough time to adequately help with these tasks, and thus additional funds were required.
- **Change Order #4:** Deductive Change Order to correct Change Order #2 posting.

For Phase 2:

- **Change Order #5:** Time only Change Order added 1,095 days to the Contract to carry Phase 2 through bidding, construction, and closeout phases.
- **This Change Order (#6):** In the amount of $162,915 is a request for additional funds to perform the following:
  - Ecological and Wetland Permitting Services: Additional wetland permitting is required for the installation of the wet retention system and treatment trains as required by the Federal Clean Water Act Section 319(h) Grant. Permit fees are included.
  - Properties, Easement Surveys, and Legal Sketches: An additional easement survey and legal sketch were required for ECUA lift station property located on Rentz Avenue, so that the County's standard cul-de-sac could be designed and constructed.
  - Limited Construction Monitoring, Design Implementation, and Plan Interpretation During Construction: Lessons learned from Phase I revealed that additional construction monitoring services are needed for successful completion of the project and minimizing cost overruns.
  - Stormwater Treatment Design: A Federal Clean Water Act Section 319(h) Grant was received for the project and requires the design of additional treatment systems for nutrient removal. The Grant-awarded funds ($600k) will be used for design changes and construction.
  - Lamar Avenue Sanitary Sewer and Roadway Design: ECUA requested that sanitary sewer be routed through the unopened right of way on Lamar Street for additional separation between the sanitary sewer and stormwater ponds. This allows for easier sanitary sewer and stormwater pond maintenance while

safeguarding infrastructure. County staff requested that Lamar Street roadway design services be added to provide connectivity and improve fire department and emergency response times.

- Polk Avenue Roadway Extension Design: Escambia County staff requested that Polk Avenue roadway extension design services be added to provide connectivity and improve fire department and emergency response times.

Also requested with this Change Order is the reallocation of unused existing supplemental services task funds, in the amount of $5,035, into a new supplemental services task to cover the cost to obtain an FDOT right-of-way permit for the installation of improvements along Gulf Beach Highway where it was not originally planned.

CEI services for Phase 2 will be solicited in August 2020.

Various Grant and other funding, including an ECUA Cost-Sharing Agreement, have been identified/received for Construction and CEI services for Phase 2 including:

- Gulf Coast EcoSystem Restoration Council (GCERC) $ 5,529,003
- Federal Clean Water Act Section 319(h) $ 600,000
- ECUA $ 1,757,418
- CRA Sidewalks $ 120,000
- LOST IV $ 3,158,301

BUDGETARY IMPACT:

Funds for this project are available in:	Amount
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272	$162,915

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

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:

Upon Board approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order 6
Original PO, Board Action and Agreement
Change Order 1
Change Order 3
Change Order 5 (McKim and Creek (CO1)

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

July 23, 2020

Mr. Nick Chauvin
Project Manager
Engineering Department – Construction Management Division
3363 West Park Place
Pensacola, FL 32505

RE: Beach Haven Northeast Drainage and Sanitary Sewer Project
Task Order PD#11-12.030; PO#121406

Dear Nick:

McKim & Creed submits this change order requesting additional funds of $162,915.00 to provide additional professional services for various redesign efforts, grant accommodations, limited construction monitoring, design implementation, design services, permitting, and surveying services for Phase 2 of the Beach Haven Sewer and Drainage project. The proposed changes are detailed below:

Additions to Existing Supplemental Services:

Ecological & Wetlands Permitting Services:
Additional wetland permitting is required for the installation of the wet retention system and treatment trains as required by the Federal Clean Water Act Section 319(h) Grant. Permit fees are included.
Fee: $4,050.00

Properties and Easement Surveys & Legal Sketches:
An additional easement survey & legal sketch was required for ECUA lift station property located on Rentz Avenue so that the County's standard cul-de-sac could be designed and constructed.
Fee: $500.00

Total Additions to Existing Supplemental Services: $4,550.00

New Base Services:

Task 5A (Sub-Task to Existing Task 5):

Limited Contract Administration: Construction Monitoring and Design Implementation:
Lessons learned from the construction of Phase 1 revealed additional engineering time was needed for successful completion of the project and minimizing cost overruns.
Fee: $68,125.00

1206 North Palafox Street
Pensacola, FL 32501
850.994.9503
www.mckimcreed.com

Task 6: Stormwater Treatment: Wet Retention with two treatment trains:
A Federal Clean Water Act Section 319(h) Grant was received for the project and requires the design of additional treatment systems for nutrient removal. The Grant-awarded funds ($600k) will be used for design changes and construction.
Fee: $47,985.00

Task 7: Lamar Avenue Roadway Design: East/West corridor:
ECUA requested that sanitary sewer be routed through the unopened right of way on Lamar Street for additional separation between the sanitary sewer and stormwater ponds. This allows for easier sanitary sewer and stormwater pond maintenance while safeguarding infrastructure. The County requested that Lamar Street roadway design services be added to provide connectivity and improve Fire and Emergency response times.
Fee: $15,750.00

Task 8: Polk Avenue Roadway Design: Extension to North Street:
Escambia County staff requested that Polk Avenue roadway extension design services be added to provide connectivity and improve Fire and Emergency response times.
Fee: $26,505.00

Total New Base Services: $158,365.00

Reallocations:

Existing Supplemental Services:

Geotechnical Investigation Services:
Reallocate unused remaining balance from this task.
Remaining Balance: $1,775.00

S.U.E. Services & Surveying:
Reallocate unused remaining balance from this task.
Remaining Balance: $930.00

Permit Fees:
Reallocate unused remaining balance from this task.
Remaining Balance: $1,930.00

Assistance with Funding/Grant Agencies:
Reallocate unused remaining balance from this task.
Remaining Balance: $400.00

Total Reallocation: $5,035.00

New Supplemental Services:

FDOT Permitting Services

An FDOT R/W permit is required for the installation of improvements along Gulf Beach Highway where it was not originally planned.

Reallocated Amount: $5,035.00

Total Change Order Amount Requested: $162,915.00

Attachment A contains the manhours/fees for the project details provided above. Please review and let us know if you need additional information or if we need to get together to discuss any items. The project revisions and updates that reflect mostly ECUA involvement can be discussed later. Thank you for your attention to this matter.

Sincerely,

Glenn Halstead

Digitally signed by Glenn Halstead
DN: cn=Glenn Halstead, o=Water, ou=McKimm & Creed, email=ghalstead@mckimcreed.com, c=US
Reason: I am excuting this document on behalf of McKim & Creed Inc
Date: 2020.07.23 10:32:54 -05'00'

Glenn P. Halstead, P.E.

ATTACHMENT A: Additional Services Worksheet

July 2020

Beach Haven Northeast (120016.0000:) - **PO#:** 121406 and 121406-1: Managed by (ghalstead)

Design / Surveying / Limited CA

Task #	Description	Principa Sr. Eng. $175	Project Eng./Mg $125	Survey Crew $120	PLS Dept. $95	Tech Cadd Oper. $70	Inspector $75	FEE
Task 5A	Limited Construction Administration: Construction Monitoring and Design Implementation	75	240			100	240	$68,125
Task 6	Stormwater Treatment: Wet Retention with two treatment trains	95				433	14	$47,985
Task 7	Lamar Ave Roadway Design: East/West Corridor	28		4	2	139	6	$15,750
Task 8	Polk Avenue Roadway Design: Extension to North Street	47		10	4	230	8	$26,505
Reallocation of Existing Supplemental Services: Geotechnical Investigation Services, S.U.E. Services & Surveying, Permit Fees, Assistance with Funding/Grant Agencies								-$5,035
Additional Supplemental Services: Ecological & Wetlands Permitting Services: BIOME (see proposal), Property and Easement Surveys & Legal Sketches, FDOT Permitting Services						**LUMP SUM PROPOSAL**		$9,585
							TOTAL	$162,915

The Limited Contract Administration efforts include but not limited to Preconstruction Conference, Meetings, design clarifications, Submittal review, Construction monitoring/design implementation, certifications, as-builts to the level shown.

July 22, 2020

Glenn Halstead
1206 N. Palafox Street
Pensacola, FL 32501
ghalstead@mckimcreed.com

Re: Beach Haven Phase II Permit Mod

Dear Mr. Halstead,

Biome Consulting Group agrees to perform the following scope of services for the Beach Haven Phase II Permit Modification:

Wetland Permitting
Prepare and submit FDEP General Permit and Army Corps of Engineers Nationwide Permit for drainage improvements and modifications associated with Beach Haven Phase II.

Task	*Activity*	*Due*	*Cost*
Task I	***Submittal of Applications GP/NW***	***At permit submittal***	***$2,600***
Task II	***Processing of Applications***	***At permit issuance***	***$1,200***
Total Permitting Costs (not including application fees)			***$3,800***
Additional Tasks/Costs			
Application Fee	***FDEP GP Online Application Fee***	***At permit submittal***	***$250***
Mitigation	***Mitigation – Purchase Credits N/A***	***Before construction***	***N/A***
Timeframes to complete permitting: 6 – 12 months (the Corps has no timeframe)			

Respectfully,
Biome Consulting Group

Rayne Mattson, M.S.
Ecological Consultant

Client Signature: _____ Date: _____

Printed Name: _____

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

9. Approving, and authorizing the County Administrator to execute, the following Change Order #1 to Purchase Order 121374, to StopLoss Specialists, LLC, in the amount of $112,661, to complete the work of cleanup and repairs to buildings as a result of the damage from the flooding of June 9, 2012 (Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various):

Department:	Public Works	
Division:	Facilities Management	
Type:	Addition	
Amount:	$112,661	
Vendor:	StopLoss Specialists, LLC	
Project Name:	Emergency Repairs – June 9, 2012, Flooding	
Contract:	N/A	
Purchase Order Number:	121374	
Change Order (CO) Number:	121374-1	
Original Award Amount:		$418,653
Cumulative Amount of Change Orders through this CO:		$112,661
New Purchase Order Total:		$531,314

10. Taking the following action concerning Beach Haven Northeast Drainage & Sanitary Sewer Project (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project No. 08EN0272):

A. Awarding a Lump Sum Contract to jehle-halstead, inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, in the amount of $999,430;

B. Approving, subject to Legal review and sign-off, the Interlocal Cost Sharing Agreement for Beach Haven Northeast Drainage & Sanitary Sewer Project between Emerald Coast Utilities Authority and Escambia County Board of County Commissioners; and

C. Authorizing the Chairman to sign the Agreement and any subsequent related documents, subject to Legal review and sign-off.

PURCHASE ORDER NO. 121406

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
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

VENDOR
100142
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: PAUL NOBLES	REQ. NO.: 12001530	REQ. DATE: 07/13/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 11-12.030	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT CHRIS CURB AT 595-3419 IF YOU HAVE ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 11-12.030 "BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER PROJECT". AWARD A LUMP SUM CONTRACT PER THE TERMS AND CONDITIONS OF PD 11-12.030. BCC APPROVAL 07/12/2012	999430.0000	999,430.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	999,430.00	08EN0272

PAGE TOTAL $	999,430.00
TOTAL $	999,430.00

APPROVED BY Charles R Oliver 7/17/12

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

jehle-halstead, inc.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(07/08/03)

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AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of July, 2012, 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 jehle-halstead, inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 5414 Highway 90, Milton, Florida 32571, and whose Federal tax identification number is 59-2255441 (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: jehle-halstead, inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Chris Curb, Project Manager, Public Works/Engineering Division. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 11-12 in the amount of Nine Hundred Ninety Nine Thousand Four Hundred Thirty Dollars ($999,430.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, and as represented in the Consultant's Letter of Interest response to PD 11-12.030, 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 deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary

to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant shall be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $950,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies 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 deficiency in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Nine Hundred Ninety Nine Thousand Four Hundred Thirty Dollars ($999,430.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within thirty (30) 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, Section 218.70, Florida Statutes, as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

jehle-halstead, inc.
5414 Highway 90
Milton, Florida 32571

(d) Invoices to the County shall be sent to:

Chris Curb
Public Works / Engineering
3363 West Park Place
Pensacola, Florida 32505

Notices to the County shall be sent to:

Charles R. "Randy" Oliver
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or 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, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries

as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

(a) HOLD HARMLESS: 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 costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or 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 Consultant's negligent 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 any other person for whom the Consultant is legally liable.

(b) INDEMNIFICATION: The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred ($100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of 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. 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 as described in the Hold Harmless paragraph. 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.

9.8 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 with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) 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 Paul Nobles, Purchasing Coordinator, P.O. Box 1591, Pensacola, Florida 32591-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 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.

9.21 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.

9.22 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and jehle-halstead, inc., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

Susan Hendrix
Witness

Cheryl Young
Witness

By: Charles R. Oliver 7/17/12
Charles R. "Randy" Oliver, County Administrator

Date:

BCC Approved July 12, 2012

CONSULTANT:
jehle-halstead, inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: M.P. Hall
Secretary

By: Donald P. Jehle
Donald P. Jehle, P.E./Chief Executive Officer

Date: 7/3/12

EXHIBIT A

Scope of Services – PD 11-12.030
Beach Haven Northeast
Drainage & Sanitary Sewer Project

The CONSULTANT and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project as described below and as presented in Exhibits B and C. A complete description with background of the project is provided in the Information Package, Pages 1 through 6, of the Beach Haven Northeast Drainage & Sanitary Sewer Project, Solicitation Identification Number PD 11-12.030.

Task 1: Surveying Base Design Elements:

- Collection of all design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine apparent right-of-way, and obtain topographic data points for topographic mapping and cross-sections.

- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.

- Survey cross-section data intervals shall not exceed 50 feet. Topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.

- Survey finished floor elevations of buildings/structures and the front of structure locations within project area, as needed to design the sanitary sewer collection system. Additional information for low lying lots shall be obtained to ensure proper grades for drainage design.

- Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.

- The project consists of approximately 66,800 linear feet of roadway of which 7270 linear feet is undeveloped/unimproved roadway.

- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Task 2: Data Collection / Meetings & Design Alternatives:

- Public awareness of the project will be provided with a mail out and information provided at other public meetings during this phase. (i.e. CRA meetings).

- Meet with Public Works/Engineering staff for input on maintenance and historical complaints.

- Review of all other historical data and all utility mappings and coordination with other utility providers for additional input. Identify preliminary affected utilities.

- Investigate design alternatives for drainage and sanitary sewer with preliminary design calculations and layouts. Preliminary easements and land requirements will be identified.

Task 3: Design Plan Preparation and Permitting:

- Provide 30% (Task 3-30), 60% (Task 3-60), 90% (Task 3-90), and final, 100% (Task 3-100) plans and specifications for each project phase for review by County. Public meetings are planned for the 30% phase and the 90% phase; these meeting times may change per direction by the County.

- Provide for all required regulatory permitting, including permit fees; permitting fees are a supplemental part of the project.

- Plans shall be reproducible to 11"x17" and 24" X 36" sheets size plans.

- Utility Coordination and Plans-in-hand walk through with Utility companies.

- Project will be phased and plans shall include phasing to accommodate separate areas.

- All County submittal packages shall include one (1) digital file (*.pdf file) and two (2) hard copies.

- Submit preliminary cost estimates beginning with 60% submittals.

- Provide QA/QC reviews by Team members planned for the 30% design and the 90% design effort.

Task 4: Bidding Process:

- Bidding of project phases will be a consideration and determined as funds become available for construction.

- County shall prepare bid documents with plans and specifications provided by the Consultant.

- Attend pre-bid conference with Engineering and Purchasing Departments.

- Respond to all Requests for Information and issue any necessary addendums.

- Review bids and provide a tabulation of the bids.

- A supplemental service for a possible additional bidding phase shall be provided at a later date (exact cost to be negotiated at that time).

Task 5: Limited Construction Administration & Inspections Services:

- CONSULTANT will attend a Preconstruction Conference.

- CONSULTANT will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues.

- The COUNTY and ECUA will inspect construction improvements. CONSULTANT will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.

- CONSULTANT shall provide and/or prepare all close-out and certification documentation as needed or required by all permitting agencies.

- A supplemental service for a possible additional construction phase CA shall be provided at a later date at direction of the County (exact cost to be negotiated at that time).

Supplemental Services:

- Geotechnical Investigation: NOVA Engineering and Environmental shall provide this service through the CONSULTANT as directed. As a supplemental service, billing will occur as services are rendered and as presented by NOVA without any additional charges by the CONSULTANT. A complete description of services is provided in ***"Exhibit C – Supplemental Service Geotechnical Investigation"***.

- Ecological & Wetlands Permitting Services: Edmisten & Associates, *Ecological Consultants* shall provide this service as detailed in ***"Exhibit C – Supplemental Service – Ecological & Wetlands Permitting"***. As a supplemental service, billing will occur as services are rendered and as presented by Edmisten & Associates without any additional charges by the CONSULTANT.
  A majority of these services may not be required based on design elements and final design decisions by the Team members.

- Property and Easement Surveys: Based on design alternatives and design through the 60% level, additional properties for stormwater pond sites and sanitary sewer lift stations may be required. Easements and/or additional rights-of-way may be required (not anticipated) and this survey task shall cover the survey requirements. The level of service anticipated is shown in ***"Exhibit C – Supplemental Service – Property and Easement Surveys & Sketches"***.

- S.U.E. Element: Additional subsurface utility engineering investigations may be required and are anticipated at the level shown in ***"Exhibit C – Supplemental Service – S.U.E. Element (Additional Utility Investigation)"***.

Scope of Services
Beach Haven Northeast
Drainage & Sanitary Sewer Project

Purpose:

The Escambia County Engineering Division of Public Works (COUNTY) requests engineering construction plans be developed for the Beach Haven Northeast Drainage & Sanitary Sewer Project, including some limited construction administrative services. This project is planned to be jointly funded by Escambia County and Emerald Coast Utility Authority (ECUA) with Escambia County Engineering Division of Public Works taking the lead project management role. The Beach Haven Northeast project boundaries extend from Gulf Beach Hwy on the South to Jones Swamp & Old Hickory Subdivision on the North, Fairfield Drive on the West and Mills Avenue on the East, excluding a portion of Bartow Avenue North of Eliasberg Street. The CONSULTANT selected to provide A&E services for the project shall provide for public input, surveying, construction plan preparation, permitting, bidding assistance, and limited project construction oversight.

It is the intent of the COUNTY, in partnership with ECUA, to implement certain drainage and sanitary sewer improvements in the Beach Haven Northeast area including Rentz Avenue, Calhoun Avenue, Bremen Avenue, Winton Avenue, Colbert Avenue, Decatur Avenue, Gordon Avenue, Polk Avenue, Paulding Avenue, Wayne Avenue, Lowndes Avenue, and Mills Avenue all North of Gulf Beach Highway; the portion of Bartow Avenue South of Eliasburg Avenue and North of Gulf Beach Highway; the open unpaved portion of Cravatt Street (AKA North Street) between Gordon Avenue and Paulding Avenue; the remaining unopened portion of North Street as needed for drainage and sewer connections, Brunswick Street, Cairo Street, Lamar Street, Talbert Street, and Graupera Street all East of Fairfield Drive and North of Gulf Beach Highway. Due to the number of streets and large area associated with this scope, the project design has the potential to be constructed in multiple phases (up to 3 phases), as funding becomes available.

The COUNTY's intended scope of this project include the surveying and design services to provide drainage enhancements to the existing drainage system within the project area, replacement of unsafe deep roadside ditches, prevent roadway and adjacent lot flooding, prevent roadside shoulder ponding, provide dirt road paving improvements to Cravatt Street, provide roadway connectivity between roadways or otherwise cul-de-sacs at roadway terminations, provide roadway reconstruction & resurfacing improvements as roadways are evaluated or otherwise impacted by the construction, and provide sanitary sewer services as directed by ECUA.

It is the intent of ECUA, through the COUNTY, to provide sanitary sewer services service to all lots within the subject project area. A majority of the parcels in the project area can be served by providing a gravity sewer main connection to an existing 21" gravity sewer main located along the North boundary of the project area up to the North end of Colbert Avenue. From Colvert Avenue to the West it is expected the sewer can be extended along the North Street right-of-way of Beach Haven. An existing lift station and force main along Rentz Street, just North at Elisburg Street can be abandoned and converted to a gravity system by extension of the existing gravity main. However, along the south-westerly portion of the project area, south of Eliasburg Street and West of Winton Avenue, it is expected a new gravity system with a lift station will be necessary to connect to the previously mentioned proposed extended sewer system.

The COUNTY and ECUA will accommodate a majority of the Construction Administration and Inspections Services either through a third party consultant and/or with in-house staff, with the CONSULTANT providing limited services as necessary to provide for as-built certification and address design related issues during construction, on an allowance and as needed basis. The COUNTY and/or ECUA may elect to increase the CONSULTANT'S construction inspections services and has the option to negotiate such additional services during the course of the contract.

Project Background & Focus:

Beach Haven Subdivision was platted in 1906 in Deed Book 46 Page 51. Since 1906 the Beach Haven area has changed considerable. The North-South right-of-way were platted 80' wide and the East-West right-of-ways were platted 60' wide. Most of the lots have rear yard alleys running North and South along the associated East or West lot lines, which could be incorporated into the design if necessary. A majority of the roads in the subject project area were dirt roads in the early 1970's and were later paved. Currently, all roadways are paved in the subject project area, except for the right-of-ways of North Street, Cravatt Street, portions of Lamar Street, and Brunswick Street (AKA Wells Street); all considered unopened rights-of-ways, except Cravett Street. Many of the existing roadway surfaces need to be resurfaced as part of this project and are to be evaluated as part of the scope of work during the design. It is the intent of the County to pave Cravett Street and any portion of existing right-of-ways which would provide roadway connectivity between roadways or otherwise cul-de-sacs at the end of roadway terminations. In 2010 the unpaved portion of North Street from Gordon Avenue to Paulding Avenue was renamed from North Street to Cravatt Street, this also being the only opened dirt road section within the project area. The remaining portion of North Street right-of-way is either an open ditch or unopened right-of-way with an existing sanitary sewer extending up to the Old Hickory Subdivision.

Old Hickory Subdivision, adjoining the North boundary of the project area, was built in the early 1970's as a private subdivision and remains private today. As part of those plans a ditch was installed within the North Street right-of way of Beach Haven. This existing ditch is currently a primary drainage conveyance system for the Westerly portion of the project area to the wetlands along the North boundary of the project area. Additionally, the sanitary sewer system in the Old Hickory Subdivision was connected to the existing 21" gravity sewer main located along the North Street right-of-way and boundary of the project area.

In 2002 Escambia County and ECUA worked together to contract a Master Plan to study and evaluate the drainage and sanitary sewer needs in the Beach Haven area. The Beach Haven Drainage and Sewer Master Plan was completed by Jehle- Halstead Inc. in July 2003. This study resulted in a 12 phase, 23 million dollar project to provide sewer and drainage improvement in the area. This study did not move forward into active design due to the funding constraints associated with such a large scale project. However, in 2011 both ECUA and the COUNTT committed to proceeding with design of the first 3 phases identified in the Beach Haven Master Plan. It is the intent of ECUA to implement the design of C1, C2, & C3 sanitary sewer collection systems, as identified in the Beach Haven Sanitary Sewer Rehabilitation Plan. It is the intent of Escambia County to implement Phase 1, 2, and 3 of the Beach Haven Drainage Study. Both the sanitary sewer rehabilitation plan and drainage study are included in the Beach Haven Master Plan.

Currently, the old 21" clay gravity sewer system, existing along the Northern boundary of Beach Haven within portions of the right-of-way known as North Street, flows to Patton Street lift station (LS# 120). The downstream sanitary sewer transmission facilities were evaluated in 2003 and considered to have adequate capacity, but will need to be checked again, considering the Main Street plant has now been taken off-line.

Due to significant street flooding of Bartow Avenue North of Cairo Street and the fact that ECUA already had and existing gravity sanitary sewer system on Bartow Avenue, the Bartow Area Drainage Project was started in 2005 by the COUNTY as an in-house project, which resulted in contracting design service from Kenneth Horne & Associates in 2009. This project was designed and constructed with a curb/gutter drainage system and a Vortech Stormwater treatment vault system to address both flooding and water quality issues. The Bartow Area Drainage Project system was completed in 2011.

Firms interested may download information from the Beach Haven Drainage and Sewer Master Plan and Bartow Area Drainage Project at Escambia County's FTP website by the following information:

website: ftp.myescambia.com
username: **escambia**
password: **escambia**
file name: "Beach Haven Drainage & Sewer FTP folder"

Description of Work Activities:

The CONSULTANT and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project:

Task 1: Surveying services necessary for project design to include:

- Collection of all design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine right-of-way, and obtain topographic points.
- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- Survey cross-section data intervals shall not exceed 50 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
- Survey finished floor elevations of buildings/structures and the front of structure locations within project area, as needed to design the sanitary sewer collection system.
- Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.
- Provide boundary survey or legal descriptions with sketches for any pond sites, rights-of-way, or lift station sites as may be necessary for property acquisition purposes.

Task 2: Other data collection & review of data to include:

- Attend at minimum two public meetings with residents to receive input from the residents regarding drainage and to present the design.
- Meet with Public Works staff for input on maintenance and historical complaints.
- Review the 2003 Beach Haven Drainage and Sewer Master Plan & Bartow Project data.
- Geotechnical investigation and report for a minimum of one lift station site, and 2 to 3 possible pond sites as may be necessary for drainage design.

Task 3: Plan Preparation and Permitting:

- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fees.
- Plans should be reproducible to 11"x17" and 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies.
- Project will be phased and plans shall include phasing to accommodate separate areas.
- All submittal packages shall include one (1) digital file (*.pdf file) and two (2) hard copies.
- Submit preliminary cost estimates beginning with 60% submittals.

Task 4: Bidding:

- Bidding of project phases will be a consideration and determined as funds become available.
- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.

- Respond to all Request For Information and issue any necessary addendums.
- Tabulate bids.

Task 5: Limited Construction Administration & Inspections Services:

- CONSULTANT will attend a Preconstruction Conference for each phase
- CONSULTANT will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- CONSULTANT will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues, and as needed to monitor construction and prepare as-built drawings. The COUNTY and ECUA will inspect construction improvements.
- CONSULTANT shall provide and/or prepare all close-out and certification documentation as needed or required by all permitting agencies.

Funding Source:

The total amount allocated by Escambia County in LOST III, FY 2011 / 2012 is $ 1,066,251.00. The ECUA board has budgeted $400,000.00 for design services and plans to budget funds for construction once design has been completed. These funding sources will fund the design services and purchase of any pond, lift station parcels, or right-of-way that may be necessary as part of the design. The County and ECUA will enter a joint participation agreement to fund the project at the time project is awarded to the CONSULTANT.

Escambia County Funding Source: Beach Haven
Fund Code: 352 "LOST III"
Account Code: 210107
Object Code: 56301
Project Number: 08EN0272

The total amount allocated in LOST III, budget FY2014 / 2015 is currently $1,700,000 to partially fund construction. Additional construction funds will need to be identified and allocated to fund construction of the project. It is expected the project will be divided into two construction phases, of which the design firm will need to provide for within their fee proposal and scope.

Initial Estimated Construction Cost: $9,500,000

The 2003 Drainage Study Report for Beach Haven Phases 1, 2, and 3 provides construction estimates of approximately $7.5 million to $10.5 million range. This costs range depends upon whether the sewer is placed off pavement or under the pavement and whether the drainage system is curb and gutter or roadside swales. The COUNTY intends to utilize roadside swales in combination with a trunk line drainage system with ditch bottom inlets as the drainage design approach. With the existing right-of-way of 60' and 80' widths and the existence of alleys, the drainage and sewer system can easily be placed along the shoulders or within the alleys, thus reducing impacts to the pavement. However, asphalt resurfacing will be necessary for a significant portion of the project area anyway. Considering current construction costs the initial estimated construction costs for budgeting purposes is expected to be around $9,500,00.

Initial Conceptual Design Estimate: $950,000

The 2003 Drainage Study Report for Beach Haven Phases 1, 2, and 3 provides design estimates of approximately $600,000 to $900,000 range, also depending type of drainage design and placement of the sewer. Considering current design costs the initial estimated design costs for budgeting purposes is expected to be around $950,000. Since the design will be funded by both ECUA and the County, the selected firm will need to provide a fee schedule and invoice dividing the design task between ECUA and Escambia County, expected to be about a 40/60 split respectively.

Desired Timelines: **Initial 4 year contract**

Design time frame: 2 years for two project phases (provides allowance for property acquisition).
Design for First Phase: 1 year (includes permitting)
Design for Second Phase: 1 year (includes permitting)
Construction time frame: 2 years (including bidding assistance & limited inspection)
Total Contract time: The initial contract time will be 4 years (includes design and construction time for beginning phases). The contract has the potential to be extended another 2 years depending upon funding limitations.

EXHIBIT B – SUMMARY PROJECT SCHEDULE

TASK NUMBER & DESCRIPTION		NUMBER OF DAYS
1	SURVEYING BASE DESIGN ELEMENTS	200
2	DATA COLLECTION/DESIGN ALTERNATIVES/MEETING(S)	50
3-30	30% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	90
3-60	60% DESIGN/PLAN PREPARATION/PERMITTING	120
3-90	90% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	84
3-100	100% PLAN PREPARATION/PERMITTING/MEETING	40
4	BIDDING PROCESS	90
5	CONSTRUCTION ADMINISTRATION	TBD (est. at 730 days)
	Total Days through Bidding	**496**

SUPPLEMENTAL SERVICES

Geotechnical Investigation	50
Ecological & Wetlands Permitting	42
Property & Easement Surveys/Legal Sketches	60
SUE Services/Survey	40

Notes:

1. Task items above are for total project and run concurrently from Phase I and Phase 2 construction documents
2. *Supplemental Services* occur from 30% documents through 90% documents and are inclusive in *Total Days*
3. Property acquisition (if required) is assumed to occur following the 60% design stage through 100% documents

EXHIBIT C - TASK 1
SURVEYING: BASE DESIGN ELEMENTS

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

DESIGN SURVEY ELEMENTS	SURVEY CREW $125	CADD SURVEY TECH $60	PLS/DEPT. MGR. $95	NOTES	TOTAL HOURS	FEE
BASELINE CONTROL	72	20			92	$10,200.00
ALIGNMENT	40	20			60	$6,200.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY	16	30			46	$3,800.00
TOPOGRAPHY	300	240			540	$51,900.00
BENCH LEVELS	48	20			68	$7,200.00
CROSS SECTIONS	48	60			108	$9,600.00
UNDERGROUND UTILITIES	52	60			112	$10,100.00
LOCATION OF IMPROVEMENTS	320	240			560	$54,400.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS	90				90	$11,250.00
DATA REDUCTION/BASE MAPPING			48		48	$4,560.00
SUB-TOTAL	986	690	48		1724	$169,210.00
RIGHT-OF-WAY SURVEY ELEMENTS						
PROPERTY/EASEMENT DESCRIPTIONS					0	$0.00
PROPERTY/EASEMENT DRAWINGS					0	$0.00
PROPERTY/EASEMENT STAKEOUT					0	$0.00
CONSTRUCTION STAKEOUT					0	$0.00
DATA REDUCTION/COMPUTATIONS			80		80	$7,600.00
DEED RESEARCH			32		32	$3,040.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS			52		52	$4,940.00
BOUNDARY SURVEY					0	$0.00
P.C.P.					0	$0.00
OTHER (DESCRIBE)					0	$0.00
SUB-TOTAL	0	0	164		164	$15,580.00
TOTAL SURVEYING HOURS	986	690	212		1888	
TOTAL SURVEYING FEE	$123,250.00	$41,400.00	$20,140.00			$184,790.00

EXHIBIT C - TASKS 2 THRU TASK 5
PROPOSED MANHOUR/FEE ESTIMATE

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June 22, 2012

COUNTY PROJECT NO.: PD 11-12.030

ITEM	DESCRIPTION	PRINCIPAL/SR. ENGINEERS $200	PROJECT MGR./ENG. $135	DESIGN ENGINEER $95	TECH./ CADD OP. $70	INSPECTOR $75	TOTAL HOURS	FEE
TASK 2: DATA COLLECTION / MEETINGS								
A	REVIEW AVAILABLE DATA/MAPS/UTILITY DWGS./ETC.	2	24	40	6		72	$7,860.00
B	MEETINGS WITH COUNTY & PUBLIC AWARENESS (FLYERS)	2	10	8	24		44	$4,190.00
C	DESIGN ALTERNATIVES/ANALYSES/ICPR/SANITARY SEWER	8	90	220	24		342	$36,330.00
D	PRELIM. EASEMENTS & R/W REQUIRED	6	12	24	10		52	$5,800.00
E	SITE INSPECTION/ADDITIONAL SURVEY REQUIREMENTS		24	12			36	$4,380.00
F	IDENTIFY AFFECTED UTILITIES		8	20	8		36	$3,540.00
	TASK 2 SUB-TOTAL	18	168	324	72	0	582	$62,100.00
TASK 3-30: 30% DESIGN/PLAN PREPARATION & PERMITTING								
A	DEVELOP DESIGN CRITERIA/SET MIN. STANDARDS	6	24				30	$4,440.00
B	SURVEY QUALITY CONTROL	4	24			18	46	$5,390.00
C	GEOTECHNICAL INVESTIGATION COORDINATION	4	16	16			36	$4,480.00
D	DETERMINE PERMIT REQ. (DRAINAGE/WETLANDS/ETC)	2	30	12			44	$5,590.00
E	EASEMENTS/ROW /PROPERTY ACQUISITION DETERMINATIONS	2	12	16			30	$3,540.00
F	BASE & PRELIMINARY DESIGN DRAWINGS	8	200	560	936		1704	$147,320.00
G	QA/QC REVIEW	24	60				84	$12,900.00
H	PUBLIC & COUNTY MEETING	4	8		32		44	$4,120.00
	TASK 3-30 SUB-TOTAL	54	374	604	968	18	2018	$187,780.00
TASK 3-60: 60% DESIGN/PLAN PREPARATION & PERMITTING								
A	FINALIZE DESIGN PARAMETERS	4	32	16			52	$6,640.00
B	PREPARE PERMIT APPLICATIONS		18	20			38	$4,330.00
C	COORDINATION W/ UTILITIES AND PERMIT AGENCIES	4	80	24	16		124	$15,000.00
D	60% CONSTRUCTION PLANS	12	132	720	1248	40	2152	$178,980.00
E	60% SPECIFICATIONS		20	30			50	$5,550.00
F	PRELIMINARY COST ESTIMATES		16	24	12		52	$5,280.00
	TASK 3-60 SUB-TOTAL	20	298	834	1276	40	2468	$215,780.00
TASK 3-90: 90% DESIGN/PLAN PREPARATION & PERMITTING								
A	FINALIZE AND SUBMIT PERMIT APPLICATIONS		24	30	12		66	$6,930.00
B	REVIEW W/ UTILITIES AND PERMIT AGENCIES/COMMENTS	2	60	24			86	$10,780.00
C	90% CONSTRUCTION PLANS	16	160	400	800	32	1408	$121,200.00
D	90% SPECIFICATIONS		12	18			30	$3,330.00
E	COST ESTIMATES	2	16	20			38	$4,460.00
F	QA/QC REVIEW	20	132				152	$21,820.00
G	PUBLIC & COUNTY MEETING	6	16		30		52	$5,460.00
	TASK 3-90 SUB-TOTAL	46	420	492	842	32	1832	$173,980.00
TASK 3-100: FINAL (100%) PLAN PREPARATION & PERMITS								
A	COORDINATE RECEIPT OF ALL PERMITS	2	48	20			70	$8,780.00
B	100% CONSTRUCTION PLANS	8	24	48	100		180	$16,400.00
C	100% SPECIFICATIONS	2	20	32			54	$6,140.00
D	FINAL COST ESTIMATE		12	16	8		36	$3,700.00
E	COUNTY REVIEW MEETING		4	2			6	$730.00
	TASK 3-100 SUB-TOTAL	12	108	118	108	0	346	$35,750.00

TASK 4: BIDDING PROCESS		PRINCIPAL/SR. ENGINEERS	PROJECT MGR./ENG.	DESIGN ENGINEER	TECH/ CADD OP.	INSPECTOR	TOTAL HOURS	FEE
ITEM	**DESCRIPTION**	$200	$135	$95	$70	$75		
A	BID PACKAGE/SOLICITATION FOR BIDS (BY COUNTY)	1	6				7	$1,010.00
B	PRE-BID CONFERENCE		4				4	$540.00
C	ADDENDA PREPARATION	1	10	8	6		25	$2,730.00
D	REVIEW BIDS-BID TABULATION	2	4		4		10	$1,220.00
	TASK 4 SUB-TOTAL	4	24	8	10	0	46	$5,500.00
TASK 5: LIMITED CONSTRUCTION ADMINISTRATION & INSPECTION								
ITEM	**DESCRIPTION**							
A	PRE-CONSTRUCTION CONFERENCE		4	4			8	$920.00
B	LIMITED INSPECTION/ADMINISTRATION	2	16	20		40	78	$7,460.00
D	CERTIFICATION/AS-BUILT PREPARATION		16	24	40		80	$7,240.00
	TASK 5 SUB-TOTAL	2	36	48	40	40	166	$15,620.00
TOTAL HOURS AND ENGINEERING FEE		156	1428	2428	3316	130	7458	$696,510.00
TOTAL DESIGN SURVEYING FEE (TASK 1)								$184,790.00
							TOTAL SURVEYING/ENGINEERING SERVICES	$881,300.00
SUPPLEMENTAL SERVICES								
GEOTECHNICAL INVESTIGATION SERVICES		SEE NOVA PROPOSAL ATTACHED						$57,600.00
ECOLOGICAL & WETLANDS PERMITTING SERVICES		SEE EDMISTEN & ASSOCIATES PROPOSAL ATTACHED						$21,270.00
PROPERTY AND EASEMENT SURVEYS & LEGAL SKETCHES		SEE ATTACHED ESTIMATE						$11,820.00
S.U.E. SERVICES & SURVEYING		SEE ATTACHED ESTIMATE						$24,940.00
PERMIT FEE ALLOWANCE								$2,500.00
							TOTAL SUPPLEMENTAL SERVICES	$118,130.00
							TOTAL SURVEYING/ENGINEERING/SUPPLEMENTAL SERVICES	$999,430.00

NOVA
ENGINEERING AND
ENVIRONMENTAL

136 Industrial Drive
Pensacola, Florida 32505
850.607.7782 / Fax – 850.249.6683
www.usanova.com

June 7, 2012
Revised June 21, 2012

Mr. Glenn Halstead, P.E.
Jehle-Halstead, Inc.
5414 U.S. Highway 90
Milton, Florida 32571

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Beach Haven Northeast Drainage & Sanitary Sewer Project
Escambia County, Florida
NOVA Proposal Number 08324-Gr

Dear Mr. Halstead,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this revised proposal to provide a subsurface exploration and geotechnical engineering evaluation for the subject project. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent email exchanges with Jehle-Halstead, Inc., personnel;
- Review of information contained in an RLI prepared by the Escambia County Engineering Division of Public Works for this project.
- Review of a drawing prepared and provided by Jehle-Halstead, Inc., that denotes the roadway alignments within the Beach Haven community where the subject sewer main installations and drainage improvements are proposed; and
- Review of aerial photography via internet based GIS software.

NOVA understands the project will consist of installing new sewer mains and laterals (expected to bear as deep as 10 feet below current site grades) along approximately 60,000 linear feet of residential roadway alignments within the Beach Haven community limits. This project will also include repaving these residential roadways, installing new roadways at select locations that are currently undeveloped, installing

one (1) new lift station (expected to bear approximately 30 feet to 35 feet below current site grades), and constructing up to three (3) new stormwater retention basins as part of the planned improvements to address regional drainage issues. Roadside swales are also a potential drainage improvement option for this project.

Please note; **this exploration is limited to the sewer main installations, pavement section improvements/installations, lift station foundation design, and drainage improvement aspects of the subject project**; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to assess the subsurface conditions along the subject roadway alignments, as well as the lift station and SMS basin locations, as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that auger data will be sufficient to evaluate soil types along the proposed roadway alignments and SMS basin locations, core data will be sufficient to evaluate existing asphalt pavement section thicknesses, and Standard Penetration Test data will be required for the proposed lift station. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on a review of the provided information, we propose to perform the following field services for this project:

- Perform sixty (60) pavement cores, with 10-foot deep auger borings to be performed subsequent to the coring. Thirty (30) of the cores will be located on approximate 2,000-foot centers between core locations throughout the roadways that are included in this project, and the remaining thirty (30) cores will be located in specific areas where poor or questionable pavement conditions are observed. The core locations will be patched with quick-setting grout or cold-patch asphalt upon the completion of each boring.

- Perform forty-five (45) additional 10-foot deep auger borings on alternate shoulders of the existing roadways. These borings, when coupled with the borings proposed above to be performed under the core locations, will equate to an approximate spacing of 1,000 feet between borings along the length of this project, to evaluate the subsurface conditions for the planned sewer pipe installations. Additionally, these borings are planned to double as swale borings, so DRI testing will also be performed at select boring locations.

- Perform five (5), 10-foot deep auger borings along approximately 2,000 linear feet of new roadway alignment anticipated to be installed north of Cairo Street between Mills Avenue and Gordon Avenue. LBR samples will be obtained from two (2) of these boring locations.

- Perform six (6), 15-foot deep auger borings at the three (3) proposed SMS basin sites (i.e., 2 borings per basin is proposed).

- Perform one (1), 40-foot deep SPT boring at the proposed lift station location.

- Obtaining digital photographs of the existing pavement sections present throughout the subject roadway alignments, to be included in the final report as supporting documentation of pavement conditions that will be discussed in the body of the report

The borings and the temporary monitoring wells will be located in the field by taping and pacing from site features and landmarks. The auger borings will be drilled using a coring machine and a mechanical flight auger, as we anticipate that the water table will preclude extending the borings to their recommended depths using hand-held equipment. The SPT boring will be drilled using a truck mounted drill rig. Soil samples will be collected at selected depth intervals via the grab method from the auger flights, and via the split spoon method for the SPT boring.

Upon completion of the borings, the depth to groundwater will be measured. If practicable, the stabilized groundwater depths will be measured 24-hours after completion of the borings. Soil cuttings from the drilling process will be used for backfilling of the boreholes and asphalt sections will be patched with premixed, bagged cold patch material.

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. Laboratory testing will also include limited classification tests (grain-size analyses, natural moisture content, organic content determination, corrosion potential testing, hydraulic conductivity testing, etc.) of representative soils. At this time we recommend the following laboratory testing program.

Laboratory Test Procedure	Approximate Quantity of Tests
Mechanical Grain Size Analyses	25
Natural Moisture Content Testing	50
Organic Content by Ignition Method	25
Hydraulic Conductivity Testing (ponds and swales)	10
LBR Testing (new roadway sections)	2

Soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the project summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration. If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report. Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Log of Boring Records.
- Measured apparent and estimated seasonal high groundwater levels at the boring locations.
- Recommendations for subgrade preparation with respect to the planned pipe installations.
- An Existing Pavement Evaluation of the existing roadways.
- Recommended pavement sections based on provided or assumed traffic loadings and soil types collected from the test borings, for the planned new roadway alignments.
- Lift station foundation and backfilling recommendations.
- SMS basin and roadside swale recommendations, including geotechnical design parameters as required in Chapter 13 of the NWFWMD's ERP Applicant's Handbook.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for pipe bedding and backfilling, roadway resurfacing and/or reconstruction, the lift station and SMS basin installations, and the new roadway construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours notice to mark utilities along the roadway right-of-ways pertaining to this project. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings (and capped with quick-setting grout or cold-patch asphalt for the pavement core borings) from the drilling process and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee breakdown for our proposed scope of services will be as noted below:

- Field Personnel & Equipment Mobilization (3 weeks, including M.O.T.) $1,500
- 116 auger borings (up to 1,190 LF of drilling) $11,900
- 1 SPT boring (up to 40 LF of drilling) $750
- Roadway pavement cores (60, includes patching) $6,000
- Backfilling of bore and core holes with soil cuttings and cold patch/grout $1,200
- DRI Field Tests (15) $7,500
- Laboratory Testing and Analysis (see above for tests and counts) $6,750
- Engineering Evaluation and Reporting $22,000

Total Fee ..... **$ 57,600**

The noted cost includes the electronic submittal of the written report to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of the report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed.

We anticipate that fieldwork will take approximately 3 to 4 weeks to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 8 weeks of receiving the Notice to Proceed. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL, LLC

William M. Cantrell, Sr.
Principal

William L. Lawrence, P.E.
Project Engineer

Attachments: NOVA's Commitment to Quality
Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions

EXHIBIT C - SUPPLEMENTAL SERVICE
ECOLOGICAL & WETLANDS PERMITTING

Edmisten & Associates
Ecological Consultants

June 7, 2012

Mr. Glenn Halstead
Jehle-Halstead Engineering
5414 U.S. 90
Milton, FL 32571

RE: Beach Haven Northeast Drainage & Sanitary Sewer project

Dear Mr. Halstead:

This letter shall constitute a Scope Letter under the Agreement for Services dated June 7, 2012. Edmisten & Associates agrees to perform the following scope of services for you on Phases I, II & III of the project known as Beach Haven Northeast Drainage & Sanitary Sewer project in Escambia Count, Florida:

- **Ecological Consulting Services-**
  - Assist with environmental permitting as detailed on the attached "Scope Worksheet".

The Scope Worksheet organizes the various duties that Edmisten & Associates will perform throughout the permitting process into phases and tasks. These are cost estimates based on our firm's knowledge and experience; however, our level of involvement is highly varied depending on factors including but not limited to the complexity of the project, the quality of the wetlands to be impacted, and resistance from the regulatory agencies and/or the general public. Please note that permit application submittal fees are based on the amount of wetland impact (yet undetermined) and are *not covered* under this scope of services. Mitigation fees such as land and/or bank credit purchase and restoration costs, are also not covered.

Your signature below and on the Agreement for Services and your initials on the Scope Worksheet will constitute our official notice to proceed with the project.

Thank you for this opportunity to be of service.

Respectfully,
Edmisten & Associates

Sean O'Toole
Ecological Consultant

Client Signature:_____ Date: _____

Printed Name: _____

SCOPE WORKSHEET

Edmisten & Associates

June 2012

Jehle Beach Haven drainage

Delineation & Permitting Scope
Corps IP and District ERP permit application

	PHASE	TASK	HOURS	AMOUNT	Subtotal
I	Site Specific Survey	Site Specific Survey (if necessary) of entire 30+/- acre area		$1,200.00	
		PHASE I SUBTOTAL		**$1,200.00**	
II	Jurisdictional Determination	Delineate wetland areas	46.00	90.00	4140.00
		Delineate ditches	27.00	90.00	2430.00
		GIS/GPS data collection, Arc maps	8.00	90.00	720.00
		PHASE II SUBTOTAL		**$7,290.00**	
III	Pre-Submittal	Design plan	6.00	90.00	540.00
		Pre-app meetings	10.00	90.00	900.00
		Site inspections w/agencies	8.00	90.00	720.00
		Technical narrative	8.00	90.00	720.00
		ERP Application form	4.00	90.00	360.00
		Species issues	2.00	90.00	180.00
		UMAM	6.00	90.00	540.00
		Mitigation plan	6.00	90.00	540.00
		Drawing review	8.00	90.00	720.00
		PHASE III SUBTOTAL		**$5,220.00**	
IV	Agency Completeness Review	Request for Additional Information	12.00	90.00	1080.00
		Additional site inspections w/agencies	6.00	90.00	540.00
		Avoidance and Minimization criteria	6.00	90.00	540.00
		Revise Mitigation Plan	6.00	90.00	540.00
		Mitigation coordination	10.00	90.00	900.00
		Project modifications	8.00	90.00	720.00
		Drawing changes review	6.00	90.00	540.00
		PHASE IV SUBTOTAL		**$4,860.00**	
V	Permit Issuance	Mitigation coordination	6.00	90.00	540.00
		Mitigation finalization	8.00	90.00	720.00
		Conservation easement, surveyor coordination, etc...	6.00	90.00	540.00
		Agency coordination	10.00	90.00	900.00
		PHASE V SUBTOTAL		**$2,700.00**	

NOTES:

Fees: Permit application submittal fees (based on acreage impacts) are NOT included; Mitigation fees (land purchase, preservation, restoration, etc...) costs are NOT included.

ALL HOURS IN PHASES ARE ESTIMATES BASED ON STAFF EXPERIENCES WITH THE AGENCIES; HOWEVER THESE ARE SUBJECT TO CHANGE

Work in Phases III-V will be billed on a time and material basis based on a $90/p.h. rate

TOTAL ESTIMATED COST	$21,270.00

INITIALS

DATE

EXHIBIT C - SUPPLEMENTAL SERVICE
PROPERTY AND EASEMENT SURVEYS & SKETCHES

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

	SURVEY CREW	CADD SURVEY TECH	PLS/DEPT. MGR.	NOTES	TOTAL HOURS	FEE
DESIGN SURVEY ELEMENTS	$125	$60	$95			
BASELINE CONTROL	2	1			3	$310.00
ALIGNMENT					0	$0.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY					0	$0.00
TOPOGRAPHY	30	16			46	$4,710.00
BENCH LEVELS	2	1			3	$310.00
CROSS SECTIONS					0	$0.00
UNDERGROUND UTILITIES					0	$0.00
LOCATION OF IMPROVEMENTS	6	2			8	$870.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS					0	$0.00
DATA REDUCTION/BASE MAPPING					0	$0.00
SUB-TOTAL 0	40	20	0		60	$6,200.00
RIGHT-OF-WAY SURVEY ELEMENTS						
PROPERTY/EASEMENT DESCRIPTIONS	6	2			8	$870.00
PROPERTY/EASEMENT DRAWINGS	6	2			8	$870.00
PROPERTY/EASEMENT STAKEOUT	6	2			8	$870.00
CONSTRUCTION STAKEOUT					0	$0.00
DATA REDUCTION/COMPUTATIONS			6		6	$570.00
DEED RESEARCH			6		6	$570.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS			4		4	$380.00
BOUNDARY SURVEY	10	4			14	$1,490.00
P.C.P.					0	$0.00
OTHER (DESCRIBE)					0	$0.00
SUB-TOTAL	28	10	16		54	$5,620.00
TOTAL SURVEYING HOURS	68	30	16		114	
TOTAL SURVEYING FEE	$8,500.00	$1,800.00	$1,520.00			$11,820.00

NOTE: BUDGET ESTIMATE IS FOR 3 RETENTION POND SITES, LIFT STATION SITE, AND EASEMENT(S)

EXHIBIT C - SUPPLEMENTAL SERVICE
S.U.E. ELEMENT (ADDITIONAL UTILITY INVESTIGATION)

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

SURVEY ELEMENTS	SURVEY CREW $125	CADD SURVEY TECH $60	PLS/DEPT. MGR. $95	NOTES	TOTAL HOURS	FEE
BASELINE CONTROL					0	$0.00
ALIGNMENT					0	$0.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY					0	$0.00
TOPOGRAPHY					0	$0.00
BENCH LEVELS					0	$0.00
CROSS SECTIONS					0	$0.00
UNDERGROUND UTILITIES - HORIZONTAL CONTROL	38	12		ASSUMES 50 LOCATIONS	50	$5,470.00
UNDERGROUND UTILITIES - VERTICAL CONTROL	38	12		ASSUMES 50 LOCATIONS	50	$5,470.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS					0	$0.00
DATA REDUCTION/BASE MAPPING					0	$0.00
SUB-TOTAL 0	76	24	0			
SURVEYING FEE	$9,500.00	$1,440.00	$0.00		100	$10,940.00
SUE CONTRACTOR						
VACUUM EXCAVATE FOR VERTICAL AND 2 HORIZONTAL LOCATIONS PER UTILITY SPOT	CREW RATE $140					
	100	HOURS		ASSUMES 50 LOCATIONS		$14,000.00
				@ 2 HOURS PER LOCATION		
				TOTAL SUE		$24,940.00

PURCHASE ORDER NO. 121406-1

CHANGE DATE: 09/01/16

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

100142 FAX: 850-994-9504
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO

ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: ANGELA HOLBROOK	REQ. NO.: 12001530	REQ. DATE: 06/27/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Additional funds are being requested in this change order #1 to satisfy strict environmental criteria required by grant agencies. Funds will be used for wetland permitting, geotechnical services, and grant documentation assistance. Time Extension #1 increased the completion time to July 23, 2019. The original amount of the contract was $999,430. Funds requested are $19,000 for a new contract amount of $1,018,430. Contractand Purchase Order numbers are: PD#11-12.030; PO#121406 CIP: Beach Haven Northeast Draiange and Sanitary Sewer Project".		
01	.00	LOT	CONTRACT PD 11-12.030 "BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER PROJECT". AWARD A LUMP SUM CONTRACT PER THE TERMS AND CONDITIONS OF PD 11-12.030. BCC APPROVAL 07/12/2012	19000.0000	19,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	19,000.00	08EN0272

PAGE TOTAL $	19,000.00
TOTAL $	19,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Jehle Halstead, Inc.
- **Purchase Order Number:** 121406
- **Change Order Number:** 1
- **Project Name:** Beach Haven Northeast Drainage and Sanitary Sewer Project

- **Board Recommendation:** BCC Approval on 07/12/2012
- **Resume Page:** attached
- **Funding Source:** Fund 352 LOST III
- **Breakdown of Project Costs:** n/a
- **Additional Information:** _____

_____

_____

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	100142	Vendor Name:	Jehle Halstead, Inc.		
Project Number:	08EN0272	P.O. Number:	121406	C.O. Number	1
Department:	Public Works/Engineering	P.D. Number:	11-12.030	Date:	08/26/16

Notes for Modifying the Scope of Award:

Additional funds are being requested in this change order #1 to satisfy strict environmental criteria required by grant agencies. Funds will be used for wetland permitting, geotechnical services, and grant documentation assistance. Time Extension #1 increased the completion time to July 23, 2019. The original amount of the contract was $999,430. Funds requested are $19,000 for a new contract amount of $1,018,430. Contract and Purchase Order numbers are: PD#11-12.030; PO#121406 CIP: Beach Haven Northeast Draiange and Sanitary Sewer Project".

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:	1				$19,000.00
Deleting Dollars from Line Item No:					$0.00

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)	
Previous Purchase Order Total Dollars:	$95,765.85
Net Dollars added or subtracted:	$19,000.00
New Purchase Order Total Dollars:	$114,765.85
Previous Contract Total Dollars:	$999,430.00
Net Dollars added or subtracted:	$19,000.00
New Contract Total Dollars:	$1,018,430.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0272	$19,000.00	$114,765.85

☐ 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 h[illegible] Contract amount.

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

F0020 (Revised 1/31/2008)

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Beach Haven Northeast Drainage and Sanitary Sewer Project
Project ID: Eng-650
Location: Gulf Beach Hwy on South to Jones Swamp & Old Hickory Subdivision on North; Fairfield Dr on West and Mills Ave on East
Project Manager: Terri Barry
Date: 8/22/2016

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Additional funds are being requested in this change order #2 to satisfy strict environmental criteria required by grant agencies. Funds will be used for wetland permitting, geotechnical services, and grant documentation assistance. Change order #1 increasedhe completion time to July 23, 2019. The original amount of the contract was $999,430. Funds requested are $19,000 for a new contract amount of $1,018,430. Task Order and Purchase Order numbers are: PD#11-12.030; PO#121406.

$ 999,430

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by ____ calendar days. Now completion date is ____

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 2		$	$ 19,000.00
Contract PD 11-12.030	Contractor jehle-hailstead, inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ $ -	$ (19,000.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\B_BeachHaven_ENG650\Funding\Change Order\Eng

Beach Haven Northeast (120016.0000:) - **PO#: 121406**

Services:

Task #	Description	Total Fee	Percent Complete	Total Billing To Date	Remaining Fee	Additional Fee Request	New Remaining Fee	Description of Additional Fee
Task 1	Surveying: Base Design Elements	$184,790.00	100.00%	$184,790.00	$0.00	$3,000.00	$3,000.00	Boundary and additional topo for new retention pond
Task 2	Data Collection/Meetings	$62,100.00	100.00%	$62,100.00	$0.00	$0.00	$0.00	
Task 3-30	30% Design/Plan Preparation & Permitting	$187,780.00	100.00%	$187,780.00	$0.00	$0.00	$0.00	
Task 3-60	60% Design/Plan Preparation & Permitting	$215,780.00	100.00%	$215,780.00	$0.00	$7,500.00	$7,500.00	Through 60% Design for new stormwater inprovements
Task 3-90	90% Design/Plan Preparation & Permitting	$173,980.00	100.00%	$173,980.00	$0.00	$0.00	$0.00	
Task 3-100	Final (100%)Plan Preparation & Permits	$35,750.00	95.00%	$33,962.50	$1,787.50	$6,500.00	$8,287.50	Through 100% Design for new stormwater inprovements
	Totals	$860,180.00		$858,392.50	$1,787.50	$17,000.00	$18,787.50	

Supplemental Services:

Description	Estimated Fee		Total Billing To Date	Remaining Fee	Additional Fee Request	New Remaining Fee	
Geotechnical Investigation Services	$57,600.00		$52,640.00	$4,960.00	$0.00	$4,960.00	
Ecological & Wetlands Permitting Services	$21,270.00		$18,150.00	$3,120.00	$1,000.00	$4,120.00	
Property and Easement Surveys & Legal Sketches	$11,820.00		$11,811.25	$8.75	$0.00	$8.75	
S.U.E. Services & Surveying	$24,940.00		$24,010.00	$930.00	$0.00	$930.00	
Permit Fees	$2,500.00		$320.00	$2,180.00	$0.00	$2,180.00	
Assistance with Funding/Grant Agencies - Allowance	$0.00		$0.00	$0.00	$1,000.00	$1,000.00	This is an additional allowance item
Totals	**$118,130.00**		**$106,931.25**	$11,198.75	$2,000.00	$13,198.75	
			TOTALS	$12,986.25	$19,000.00	$31,986.25	

PURCHASE ORDER NO. 121406-3

CHANGE DATE: 05/16/17

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
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CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
100142 FAX: 850-994-9504
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: PAUL NOBLES	REQ. NO.: 12001530	REQ. DATE: 06/27/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Change Order 2 request additional funds for construction assistance for as-built certification and plan interpretations; County and public meetings as needed; and bid process and permitting for phase 2. Original contract has 78 hours for limited construction assistance which is rapidly being used for phase 1 construction. The EOR needs to handle general constructed related task specific to the EOR function. The original design was split into two phases requiring the need for extra construction bid cycle, construction administration/inspections, meetings, and as-built certification. A cost agreement between ECUA (40%) and the County (60%) exist to help offset these costs for both agencies. Change order 1 increased the completion time to July 23, 2019. The new design completion is scheduled for July 17, 2020 (360 days) to allow for phase 2 construction and as-built certifications. The original amount of the contract was $999,430. Change order 2 increased the contract amount to $1,018,430.Funds requested are $48,800.59 for a new contract amount of $1,067,230.50.The PD number for this contract is 11-12.030 and PO is 121406. The amount increase is less than 10% of total contract and will not require board approval per purchasing procedures/policies. CIP: Beach Haven		
01	.00	LOT	CONTRACT PD 11-12.030 "BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER	48800.5900	48,800.59

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 121406-3

CHANGE DATE: 05/16/17

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

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HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
100142 FAX: 850-994-9504
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: PAUL NOBLES	REQ. NO.: 12001530	REQ. DATE: 06/27/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PROJECT". AWARD A LUMP SUM CONTRACT PER THE TERMS AND CONDITIONS OF PD 11-12.030. BCC APPROVAL 07/12/2012		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	48,800.59	08EN0272

PAGE TOTAL $	48,800.59
TOTAL $	48,800.59

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Jehle Halstead, Inc.
- **Purchase Order Number:** 121406
- **Change Order Number:** 2
- **Project Name:** Beach Haven Northeast Drainage and Sanitary Sewer Project

- **Board Recommendation:** BCC Approval on 07/12/2012
- **Resume Page:** attached
- **Funding Source:** Fund 352 LOST III
- **Breakdown of Project Costs:** n/a
- **Additional Information:**

These professional services are needed to assist the county during the 2-years of construction of this project.

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	100142	Vendor Name:	Jehle Halstead, Inc.		
Project Number:	08EN0272	P.O. Number:	121406	C.O. Number	2
Department:	Public Works/Engineering	P.D. Number:	11-12.030	Date:	05/10/17

Notes for Modifying the Scope of Award:

Change Order 2 request additional funds for construction assistance for as-built certification and plan interpretations; County and public meetings as needed; and bid process and permitting for phase 2. Original contract has 78 hours for limited construction assistance which is rapidly being used for phase 1 construction. The EOR needs to handle general constructed related task specific to the EOR function. The original design was split into two phases requiring the need for extra construction bid cycle, construction administration/inspections, meetings, and as-built certification. A cost agreement between ECUA (40%) and the County (60%) exist to help offset these costs for both agencies. Change order 1 increased the completion time to July 23, 2019. The new design completion is scheduled for July 17, 2020 (360 days) to allow for phase 2 construction and as-built certifications. The original amount of the contract was $999,430. Change order 2 increased the contract amount to $1,018,430. Funds requested are $48,800.59 for a new contract amount of $1,067,230.50. The PD number for this contract is 11-12.030 and PO is 121406. The amount increase is less than 10% of total contract and will not require board approval per purchasing procedures/policies. CIP: Beach Haven These professional services are needed to assist the county during the 2-years of construction of this project.

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$48,800.59
Deleting Dollars from Line Item No:		Adjustment:		Amount:	$0.00

Modify Notes:

Date of BCC action: **(ATTACH RESUMÉ)**

Previous Purchase Order Total Dollars:	$41,300.75
Net Dollars added or subtracted:	$48,800.59
New Purchase Order Total Dollars:	$90,101.34
Previous Contract Total Dollars:	$1,018,430.00
Net Dollars added or subtracted:	$48,800.59
New Contract Total Dollars:	$1,067,230.59

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0272	$48,800.59	$90,101.34

☐ 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 prov[illegible] the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment E[illegible] 100% of the new contract amount.

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, Engineering, email=[illegible]@myescambia.com, c=US
Date: 2017.05.10 10:52:09 -05'00'

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

Joy D. Blackmon, P.E.
cn=Joy D. Blackmon, P.E., o=Public Works, ou=Director, County Engineer, email=joy_blackmon@myescambia.com, c=US
2017.05.12 12:36:50 -05'00'

F0020 (Revised 1/31/2008)

5/19

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Beach Haven Northeast Drainage and Sanitary Sewer Project
Project ID: Eng-650
Location: Gulf Beach Hwy on South to Jones Swamp & Old Hickory Subdivision on North; Fairfield Dr on West and Mills Ave on East
Project Manager: Terri Berry
Date: 4/25/2017

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Change Order 3 request additional funds for construction assistance for as-built certification and plan interpretations; County and public meetings as needed; and bid process and permitting for phase 2. Original contract has 78 hours for limited construction assistance which is rapidly being used for phase 1 construction. The EOR needs to handle general constructed related task specific to the EOR function. The original design was split into two phases requiring the need for extra construction bid cycle, construction administration/inspections, meetings, and as-built certification. A cost agreement between ECUA (40%) and the County (60%) exist to help offset these costs for both agencies. Change order 1 increased the completion time to July 23, 2019. The new design completion is scheduled for July 17, 2020 (360 days) to allow for phase 2 construction and as-built certifications. The original amount of the contract was $999,430. Change order 2 increased the contract amount to $1,018,430. Funds requested are $48,800.59 for a new contract amount of $1,067,230.50. The PD number for this contract is 11-12.030 and PO is 121406. The amount increase is less than 10% of total contract and will not require board approval per purchasing procedures/policies.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 360 calendar days. New completion date is 7/17/2020

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 3		$	$ 48,800.59
Contract PD 11-12.030	Contractor jehle-halstead, Inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ $ -	$ (48,800.59)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\B_BeachHafven_ENG650\Funding\Change Order\Eng

jehle-halstead, inc.
Civil Engineering and Surveying

May 2, 2017
120016

Ms. Terri Berry
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place
Pensacola, FL 32505

RE: Beach Haven Northeast Drainage and Sanitary Sewer Project
Task Order PD#11-12.030; PO#121406

Dear Terri:

I have quantified the services for Phase 1 and 2 that are expected for limited construction administration assistance, plan interpretations, County and public meetings as needed, utility coordination and the bid process for the Phase 2 construction. The permitting budget was exceeded do to the duplicate efforts needed for the reissuance of the permits as the nationwide permits expired.

Attached is the spreadsheet detailing the additional services. This should provide adequate coverage for this project with the assistance of the County and ECUA inspection departments.

Please give me a call if you have any questions or comments.

Glenn P. Halstead, P.E.
President

attachment

5414 Highway 90 • Milton, Florida 32571 • (850) 994-9503 • Fax (850) 994-9504
www.jehle-halstead.com

Additional Services Worksheet

Wetland Permitting, surveying, CA assistance, plan interpretations, meetings, utility coordination, bid process Phase 2.

Beach Haven Northeast (120016.0000:) - **PO#:** 121406 and 121406-1: Managed by (ghalstead)

Description	Principal Sr. Eng. $200	Project Eng./Mgr $135	Survey Crew $125	PLS Dept. Mgr. $95	Tech Cadd Oper. $70	Inspector $75	FEE
BIOME: wetland permitting	**Lump Sum Fee addition**						$1,750.59
CA assistance, meetings, plan interpretations, utility coordination, as-built certification	40	104			40	208	$40,440.00
Bid Process Phase 2	10	16			24		$5,840.00
Surveying at Wayne Ave.	1.5		3	1			$770.00
						TOTAL	$48,800.59

PURCHASE ORDER NO. 200937-1

CHANGE DATE: 07/17/20

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
425952 FAX: 919-233-8031
MCKIM & CREED INC
1730 VARSITY DRIVE SUITE 500
RALEIGH NC 27606

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 11/21/19	BUYER: PURCHASING MANAGER	REQ. NO.: 20000833	REQ. DATE: 11/18/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Change Order requesting a time extension of 1,095 additional days to McKim & Creed to allow for construction monitoring after construction is complete. Construction for Phase II is expected to begin in January 2021 and be complete by January 2023. The current contract completion date is July 17, 2020. With this time extension, the new contract completion date will be July 17, 2023. CIP: Beach Haven ORIGINAL PO DOLLARS $999,430.00 (FORMERLY JEHLE AND HALSTEAD) SUM OF PREVIOUS CHANGE ORDERS $67,800.59 THIS CHANGE ORDER TIME ONLY NEW PO AMOUNT $1,067,230.59		
01	.00	LOT	TO RE-ISSUE PO UNDER NEW NAME DUE TO BUSINESS NAME CHANGE. BCC APPROVAL 11/07/19. CONTRACT PD.NO.11.12.030 BEACH HAVEN NE DRAINAGE AND SANITARY SEWER	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	.00	08EN0272

PAGE TOTAL $	.00
TOTAL $	.00

APPROVED BY Debbie Bonner

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Office of Purchasing

Change Order Request – Purchasing Order / Release Order / Contract

Effective Date: 05/04/2020 Supersedes Date: 08/21/2000

Vendor Code: 425952 Vendor Name: McKim & Creed Inc.

Project (PD) Number: 11-12.030 P.O. #: 200937 C.O. #: 1

Department: Engineering Date This Form Was Completed: 07/14/2020

Notes for Modifying the Scope of Award:

Change Order requesting a time extension of 1,095 additional days to McKim & Creed to allow for construction monitoring after construction is complete. Construction for Phase II is expected to begin in January 2021 and be complete by January 2023. The current contract completion date is July 17, 2020. With this time extension, the new contract completion date will be July 17, 2023. CIP: Beach Haven

To Modify the Existing Purchase Order:

Adding Dollars to Line Item #:____ Quantity Adjustment:____ Amount:____

Deleting Dollars from Line Item #:____ Quantity Adjustment:____ Amount:____

Adding Dollars to Line Item #:____ Quantity Adjustment:____ Amount:____

Deleting Dollars from Line Item #:____ Quantity Adjustment:____ Amount:____

Modify Notes: Date of BCC Action:____ **Attach Résumé:**____

Previous **Purchase Order** Total Dollars	Net Dollars Added or Subtracted	**New Total Dollars for Purchase Order**
$ 10,883.70	$ 0.00	$ 10,883.70

Previous **Contract** Total Dollars:	Net Dollars Added or Subtracted	**New Total Dollars for Contract**
$	$	$

Modifying Cost Center(s), Object Code(s)/Account(s) and Project Number(s):

Cost Center	Object Code	Project Number	+/- Change	Dollar Amount
210107	56301	08EN0272	0	$ 10,883.75

☐ 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 Payments Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval Joy Jones 2020.07.17 12:13:40 -05'00' Date____

Request Prepared By Robin Lambert Signature Digitally signed by Robin Lambert Date: 2020.07.14 13:54:24 -05'00' Date____

Office of Purchasing Review Agent:____ Date:____ Division Manager____ Date 7/20/20

County Administrator's Approval____ Date 7/21/20

Form F0020

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Beach Haven
Project ID: ENG650
Location: Mills Avenue
Project Manager: Nick Chauvin
Date: 7/13/2020

DESCRIPTION OF REQUEST

Change Order requesting a time extension of 1,095 additional days to McKim & Creed to allow for construction monitoring throughout the construction timeframe of the Phase II portion of the project and for time required to closeout the project after construction is complete. Construction for Phase II is expected to begin in January 2021 and be complete by January 2023. The current contract completion date is July 17, 2020. With this time extension, the new contract completion date will be July 17, 2023.

Attached backup documentation ____ page (s).
Current Completion Date 7/17/2020 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 1095 calendar days.
7/17/2023 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 5				$ -
Contract PD 11-12.030	Contractor	McKim & Creed		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ -

Nicolas Chauvin
2020.07.14 10:07:39 -05'00'
Project Manager

Digitally signed by Robin Lambert
Date: 2020.07.14 13:42:14 -05'00'
Accounting

Digitally signed by James Duncan
Date: 2020.07.14 08:57:59 -05'00'
Deputy Division Manager

Digitally signed by James Duncan
Date: 2020.07.14 08:58:20 -05'00'
Division Manager

This section to be completed by Administration to accomplish fund transfer:

Fund	Project #	Project Name	Amount

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer $_____

PURCHASE ORDER NO. 200937

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
425952 FAX: 919-233-8031
MCKIM & CREED INC
1730 VARSITY DRIVE SUITE 500
RALEIGH NC 27606

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 11/21/19	BUYER: LAWRENCE GORDON	REQ. NO.: 20000833	REQ. DATE: 11/18/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT P.D. NO. 11.12.	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR SERVICES EXCLUSIVELY FOR THE USE OF ESCAMBIA COUTY ENGINEERING DEPARTMENT 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	LOT	TO RE-ISSUE PO UNDER NEW NAME DUE TO BUSINESS NAME CHANGE. BCC APPROVAL 11/07/19. CONTRACT PD.NO.11.12.030 BEACH HAVEN NE DRAINAGE AND SANITARY SEWER	10883.7500	10,883.75

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	10,883.75	08EN0272

PAGE TOTAL $	10,883.75
TOTAL $	10,883.75

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Req: 20000833 PO# 200937

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

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

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

22. Recommendation: That the Board approve and authorize the County Administrator to execute the Amendment and Assignment of Agreement for Professional Consulting Services between Escambia County, Florida, and Jehle-Halstead, Inc., to McKim & Creed, Inc., providing for an administrative change to:

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18271 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, Development Services Department
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Development Services Department - Horace Jones, Development Services Department Director

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

	Vendor/Contractor	Amount	Contract Number	
	Environmental Systems Research Institute (ESRI) Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 116 Planning Development Review, Cost Center: 240302	$43,750	Annual Software Maintenance for period 08/21/2020 to 08/21/2021 Quotation #25962161	

BACKGROUND:

On September 19, 2019, the Board approved the issuance of blanket and/or individual purchase orders for the IT Department for Fiscal Year (FY) 2019-2020 including $80,000 for Environmental Systems Research Institute (ESRI) Geographic Information Systems (GIS) Software Support and Maintenance (General Fund, Cost Center 270702 IT).

IT informed the Development Services Department that the ESRI payment was not included in their budget for FY 2019-2020 but will be for FY 2020-2021.

ESRI provides the desktop software and field applications for the county's Geographic Information System and provides access to their online GIS solution for building GIS web maps and cloud data storage. The issuance of this Purchase Order will ensure continuity of services traditionally provided to the residents of Escambia County.

BUDGETARY IMPACT:

Funding is available in Fund116, Planning Development Review, Cost Center 240302.

	Vendor/Contractor	Amount	Contract Number	
	Environmental Systems Research Institute (ESRI) Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 116 Planning Development Review, Cost Center: 240302	$43,750	Annual Software Maintenance for period 08/21/2020 to 08/21/2021 Quota	

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Development Services Department will coordinate with the Office of Purchasing on the issuance of these Purchase Orders.

Attachments

ESRI Quote

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/22/2020
To: Shannon Pugh
Organization: County of Escambia
GIS Dept
Fax #: 850-595-3482 **Phone #:** 850-595-3034

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2258
Email: tisaacs@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #25962161
Document Date: 05/22/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

esri®
380 New York Street
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 05/22/2020 **Quotation Number:** 25962161

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Escambia
GIS Dept
3363 W Park Pl
Pensacola FL 32505-5250
Attn: Shannon Pugh

Customer Number: 109426
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	3,000.00	3,000.00
1010	6	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	1,200.00	7,200.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	1,500.00	1,500.00
3010	3	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	1,200.00	3,600.00
4010	1	87194	700.00	700.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Trina Isaacs **Ext:** 2258

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 05/22/2020 **Quotation Number:** 25962161

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Engine Single Use without Extension Maintenance Start Date: 08/21/2020 End Date: 08/20/2021		
14010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	500.00	500.00
15010	3	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	200.00	600.00
16010	1	114511 ArcPad Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	250.00	250.00
17010	1	161326 ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 08/21/2020 End Date: 08/20/2021	10,000.00	10,000.00

Item Subtotal		43,750.00
Estimated Tax		0.00
Total	**USD**	**43,750.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 05/22/2020 **Quotation Number:** 25962161

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 05/22/2020 **Quotation No:** 25962161 **Customer No:** 109426

Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[CSBATCHDOM]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18294 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Insurance Premium Assessment for Bob Sikes Bridge
From: Mark Bartlett, Risk Manager
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Insurance Premium Assessment for Bob Sikes Bridge - Mark Bartlett, Manager, Risk Management Office

That the Board approve the payment to the Florida Department of Transportation, in the amount of $32,067, for the insurance assessment for the Bob Sikes Bridge in accordance Addendum No. 1 of the Transfer Agreement between the Department of Transportation, the State Board of Administration, and Escambia County, for the period July 1, 2020, to July 1, 2021.

Florida Dept of Transportation	Bob Sikes Bridge Insurance Assessment: $32,067	Fund 501, Internal Service, Cost Center 140835, Object Code 54501

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

This is a yearly assessment to pay the County's portion of the insurance premium that is invoiced by the Florida Department of Transportation (FDOT) to cover the Bob Sikes Bridge. FDOT pays the premium in advance and invoices each County that has a structure covered by the policy.

BUDGETARY IMPACT:

Florida Dept of Transportation	Bob Sikes Bridge Insurance Assessment: $32,067	Fund 501, Internal Service, Cost Center 140835, Object Code 54501

Funds are available in Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Section 46-64. Per the direction received at the October 3, 2019, Board meeting, all purchases over $25,000 must have Board approval.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued by the Purchasing Office.

Attachments

Premium Assessment

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 9, 2020

Escambia County
P. O. Box 1591
Pensacola, FL 32597-1591

In accordance with Addendum No.1 of the Transfer Agreement between the Department of Transportation, the State Board of Administration, and Escambia County, the amount due DOT is $32,067.00. This represents the premium assessment for 7/01/2020 to 7/01/2021.

Please forward your check made payable to the Department of Transportation to the following address:

Department of Transportation
605 Suwannee St. M.S. 42B
Attn: Cheryl Ward
Tallahassee, FL 32399-0450

Sincerely,

DocuSigned by:
B493E90EF6F1464...

Scott Mock
Revenue Management Coordinator

FY 2021 Insurance Valuations

7/9/2020

	Buildings						Premium
	Truss & Signs	Bridges	Revenue	Total	TIV %		$5,306,833
Turnpike	$ 810,434,930	$ 1,611,200,774	$ 928,223,860	$ 3,349,859,564	51.483%	$	2,732,127
Alley	$ 13,862,365	$ 118,670,298	$ 30,325,790	$ 162,858,453	2.503%	$	132,826
Skyway	$ 13,272,700	$ 1,076,567,340	$ 25,044,000	$ 1,114,884,040	17.134%	$	909,293
Bayway	$ 8,707,084	$ 171,660,662	$ 4,594,000	$ 184,961,746	2.843%	$	150,854
I-595 Express	$ 6,791,533	$ -	$ 1,682,000	$ 8,473,533	0.130%	$	6,911
I-95 Express	$ 13,720,916	$ -	$ 37,505,000	$ 51,225,916	0.787%	$	41,780
Garcon	$ 3,772,781	$ 124,430,559	$ 4,753,780	$ 132,957,120	2.043%	$	108,439
Midbay	$ 8,464,514	$ 160,355,068	$ 26,729,000	$ 195,548,582	3.005%	$	159,488
MDX	$ 68,724,091	$ 911,390,854	$ 203,560,000	$ 1,183,674,945	18.192%	$	965,398
I-75 Express	$ 11,529,839	$ -	$ 11,869,000	$ 23,398,839	0.360%	$	19,084
Palmetto Express	$ 18,269,339	$ -	$ 15,170,000	$ 33,439,339	0.514%	$	27,273
I-295 Express	$ 5,734,571	$ -	$ 659,000	$ 6,393,571	0.098%	$	5,215
Wekiva	$ 2,806,485	$ 12,058,759	$ 2,542,000	$ 17,407,244	0.268%	$	14,197
Orchard	$ 1,548,177	$ -	$ 758,000	$ 2,306,177	0.035%	$	1,881
Pensacola	$ -	$ 39,316,934	$ -	$ 39,316,934	0.604%	$	32,067
				$ 6,506,706,003			
EXTRA				$ 10,000,000			
	$ 987,639,325	$ 4,225,651,248	$ 1,293,415,430	$ 6,516,706,003	100.000%	$	5,306,833.00

Turnpike Components

	Buildings	Truss	Signs	Bridges	Revenue	Total	TIV %		Premium
Sawgrass	$ 12,757,243	$ 37,608,591	$ 3,612,000	$ 39,026,479	$ 82,042,000	$ 175,046,313	5.23%	$	142,767
Seminole	$ 32,800,156	$ 6,165,206	$ 1,900,000	$ 158,599,198	$ 51,710,000	$ 251,174,560	7.50%	$	204,857
Veteran's	$ 4,728,449	$ 23,951,369	$ 2,434,500	$ 65,976,162	$ 54,774,000	$ 151,864,480	4.53%	$	123,860
Suncoast	$ 45,651,342	$ 13,122,756	$ 3,183,000	$ 79,804,373	$ 24,404,000	$ 166,165,471	4.96%	$	135,524
Beachline W	$ 12,347,186	$ 11,325,560	$ 3,207,500	$ 60,416,641	$ 28,633,000	$ 115,929,887	3.46%	$	94,552
Beachline E	$ 1,974,482	$ -	$ 926,000	$ 29,284,755	$ 343,000	$ 32,528,237	0.97%	$	26,530
Northern Coin	$ 88,156,695	$ 7,277,190	$ 3,213,500	$ 156,669,363	$ 121,531,000	$ 376,847,748	11.25%	$	307,355
Central Ticket	$ 91,290,001	$ 5,138,479	$ 5,165,000	$ 161,125,712	$ 190,307,860	$ 453,027,052	13.52%	$	369,485
Southern Coin	$ 97,891,055	$ 19,722,823	$ 4,410,000	$ 208,889,028	$ 133,945,000	$ 464,857,906	13.88%	$	379,136
Polk	$ 58,718,800	$ 5,030,350	$ 1,316,000	$ 95,018,959	$ 31,801,000	$ 191,885,109	5.73%	$	156,500
SCE	$ 14,223,467	$ -	$ 760,000	$ 35,188,915	$ 13,684,000	$ 63,856,382	1.91%	$	52,081
I-4 Connector	$ 23,681,638	$ -	$ -	$ 211,242,271	$ 14,304,000	$ 249,227,909	7.44%	$	203,269
First Coast	$ -	$ 13,139,475	$ 1,125,000	$ 24,796,840	$ 6,886,000	$ 45,947,315	1.37%	$	37,474
HEFT	$ 48,251,137	$ 63,800,988	$ 9,486,000	$ 249,916,434	$ 158,344,000	$ 529,798,559	15.82%	$	432,101
Western	$ 24,016,786	$ 6,165,206	$ 760,000	$ 35,245,644	$ 15,515,000	$ 81,702,636	2.44%	$	66,636
	$ 556,488,437	$ 212,447,993	$ 41,498,500	$ 1,611,200,774	$ 928,223,860	$ 3,349,859,564	100.00%	$	2,732,127

ADDENDUM NO. 1

This Addendum No. 1 modifies in certain respects that certain Transfer Agreement dated as of December 1, 1993 (the "Transfer Agreement"), between and among the **DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA** (the "Department"), the **STATE BOARD OF ADMINISTRATION OF FLORIDA** ("SBA"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (the "County").

The parties hereto agree that DOT shall maintain the current policy of casualty insurance on the Bridge, together with all current endorsements, all as described in the attached Certificate of Insurance, so long as practicable. Upon transfer of title to the Bridge form DOT to Escambia County, DOT will arrange to have Escambia County named as an additional insured on such policy. Invoicing will continue as it is currently and Escambia County will pay such invoices in the same manner as the same have been paid prior to the transfer of title.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18259 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Approval of Memorandum of Understanding Between the School Board of Escambia County, FL and Escambia County Florida
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding Between the School Board of Escambia County, Florida, and Escambia County, Florida - William R. Powell, Director of Corrections

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

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Work Annex, for a not to exceed amount $57,830 ($32,830 for full time vocational instructor, $5,000 for part time certified testing administrator, and $20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the Agreement.

Escambia County School Board	Fund 111 Detention/Jail Commissary Fund Cost Center 290406	$57,830	

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health and social welfare needs of adult students incarcerated at the Escambia County Work Annex. The Agreement will provide career, technical and adult education to those inmates/students that are eligible for the program.

BUDGETARY IMPACT:

The Inmate Commissary Cost Center will cover the costs of the Agreement. Funding is available in the Detention/Jail Commissary, Fund 111, Cost Center 290406.

Escambia County School Board	Fund 111, Detention/Jail Commissary Fund, Cost Center 290406	$57,830	

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has certified that the Agreement is in order and legally sufficient.

PERSONNEL:

The Detention/Jail Commissary Cost Center will cover the personnel costs of the Agreement. Funding is available in the Detention/Jail Commissary, Fund 111, Cost Center 290406.

Escambia County School Board	Fund 111, Detention/Jail Commissary Fund, Cost Center 290406	$57,830	

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all Agreements/Contracts.

IMPLEMENTATION/COORDINATION:

The Work Annex staff will implement the terms of the Agreement on behalf of the County and the School District staff will implement the terms of this Agreement on behalf of the School Board.

Attachments

Escambia County School Board MOU

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
CURRICULUM AND INSTRUCTION
SCHOOL BOARD AGENDA EXECUTIVE SUMMARY

Item Number: V.b.1. K.7.

TITLE
Memorandum of Understanding Between the School Board of Escambia County, Florida and Escambia County, Florida

SUBMITTED BY:
Steven Harrell, Director, Workforce Education

PERIOD OF GRANT/CONTRACT/REQUEST	FUNDING SOURCE	PROJECT COORDINATOR AND DEPARTMENT
July 1, 2020 - June 30, 2021	Workforce Education	Thomas Rollins, Principal, George Stone Tech College

AMOUNT OF FUNDING REQUEST	*Is amount more, less or same as last year?*	TOTAL PROJECT	*Is the amount more, less or same as last year?*
$32,830 1/2 of salary and benefits***	More	$90,659	More

PURPOSE

To provide vocational training to incarcerated adults at the Escambia County Work Annex.
*Salary and benefits are based on current instructor salary.
** Cost of position is shared equally with Escambia County, Florida. Testing and supply costs of up to $25,000 to be paid by Escambia County, Florida.

IMPLEMENTATION PLAN

1. Provide the Test of Adult Basic Education (TABE) to incarcerated adults.
2. Identify and enroll incarcerated adults in the Welding Program.
3. Provide technical instruction to enrollees.
4. Document Occupational Completion Points of enrollees' progress toward program completion.
5. Assist program enrollees exiting incarceration with job placement services.

PARTICIPATING SCHOOLS/AGENCIES

George Stone Technical College
Escambia County, Florida
Escambia County Work Annex

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT – ***Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.***

PILLAR: Quality

GOAL: GOAL Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.10. Increase the Postsecondary Adult Vocational student job placement rate by 2%.

DIRECTOR	DATE	
ASSISTANT SUPERINTENDENT	**DATE**	**DATE OF BOARD APPROVAL**
	7/10/2020	

Revised:January 2019
Retention: 5 years

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

The School Board of Escambia County, Florida (hereinafter referred to as the "School District" or "School Board"), and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), enter into this Memorandum of Understanding (MOU).

The parties agree to the following:

1. PURPOSE

The School District and the County are mutually committed to cooperating in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This MOU ensures that the School District and the County cooperatively plan for the provision of career and technical education to incarcerated adult students at the Escambia County Work Annex who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

A. The School District and the County's Work Annex staff are mutually committed to cooperating in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.

B. The School District and the County's Work Annex staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.

C. The County's Work Annex staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by the County's Work Annex staff.

D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:

1. Establish a single intake procedure conducted by facility and school staff.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.

3. There is mutual understanding on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The County and the School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES

To accomplish this goal, the agencies mutually agree to the following:

1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.

2. Share the responsibility in developing an instructional calendar that complies with all collective bargaining labor agreements and addresses the unique challenges related to delivering vocational education in a prison setting. The instructional calendar shall include Saturday classes and extended work days.

3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.

4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.

5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.

6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.

7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

8. Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.

9. Jointly develop transition strategies to assist adult students exiting the Escambia County Work Annex facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical College's main campus.

10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the County's Work Annex staff prior to making the assignment final.

11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhances the student's understanding of the subject matter and that is of value to the School District, the County's Work Annex, and the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE COUNTY

To implement this MOU, the County shall:

1. Receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the County's Work Annex facility consistent with state and federal laws, rules, and regulations.

2. Receive and utilize the information regarding educational best practices for adult students in the County's Work Annex facility disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.

3. Participate and assist in the monitoring and evaluation of programs for adult students served in the County's Work Annex setting to ensure compliance with applicable state and federal laws, rules, and regulations.

4. Be responsible for resources as identified in Section 5. A.1.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this MOU the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County's Work Annex staff pertaining to the provision of educational programs.

2. Disseminate information about and assist in the development and adoption of promising educational practices for adult students at the County's Work Annex.

3. Provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.

4. Coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs at the County's Work Annex.

5. Provide general supervision of educational services through:

   a. Reviewing the procedures and documents for providing education programs to determine compliance with provisions of this MOU and applicable State Board of Education rules; and

   b. Monitoring and evaluating education programs provided by or through the County's Work Annex facility for students to ensure compliance with applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TERM

The term of this MOU shall become effective retroactively on July 1, 2020, and continue for a period of one year expiring on June 30, 2021. This MOU may be terminated upon thirty (30) days' written notice by either party as provided in Paragraph 12 (D). This MOU may be amended by the written request of either party at any time. The terms and conditions of the MOU may only be amended in writing upon mutual agreement of the parties.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this MOU to ensure that students and clients have the right of access, right of challenge, and the right of privacy with respect to records and reports, and that applicable laws and regulations for these rights shall be strictly adhered to.

5. ALLOCATION OF RESOURCES

So that the mutually agreed upon objectives of this MOU can be adequately met, resources from the School District and County will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to the following:

1. To maintain responsibility and make final decisions relative to student care, to include: security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of adult students.

2. To provide facilities, including utilities and maintenance, to house the educational programs, and provide reasonable protection of School District property.

3. To purchase and maintain materials, equipment, and supplies used in the student education programs at a cost not to exceed twenty thousand dollars ($20,000).

4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.

5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2020 - 2021 school year.

6. To provide compensation for a part-time certified testing administrator at his/her regular rate of pay in an amount not to exceed five thousand dollars ($5,000).

7. To reimburse the School District for fifty percent (50%) of the salary and benefits of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School District approval. Salary will be based on the current Board approved instructional salary schedule.

Documentation for reimbursement of the testing administrator's part-time compensation and fifty percent (50%) of one (1) full-time certified vocational instructor's compensation shall be by monthly invoice.

B. The School District agrees to the following:

1. To provide a public education, including, but not limited to, vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.

2. To deposit revenue generated from training project sales into the George Stone Technical College Training Program Internal Account. All funds from project sales are to be used in support of training-related activities at

the County's Work Annex. All funds are to be handled consistent with existing School District policies and procedures.

3. To provide necessary instructional materials and resources to ensure compliance with program objectives and curriculum frameworks.

4. To staff one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School District approval. The instructor referenced herein shall at all times remain an employee of the School District, and the School District shall be responsible for providing the instructor with payment of salary and any employee benefits.

5. To provide fifty percent (50%) of the salary and benefits of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school.

6. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.

7. To indemnify the County to the extent and only to the extent of the limits set forth in §768.28, F.S., and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), F.S.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this MOU, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefore, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in Chapter 164, F.S., will be followed.

7. ASSESSMENT

The parties shall:

A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational programs.

B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures at George Stone Technical College.

9. PROFESSIONAL LEARNING

The parties mutually agree to ensure the following:

A. Professionals serving students are appropriately certified according to Florida law and position qualifications.

B. To the extent possible, both parties will provide appropriate professional learning opportunities for instructional personnel related to their responsibilities under this MOU.

C. Pre-service, in-service, and professional learning programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the County is:

Chief William R. Powell
Escambia County Corrections
2251 N. Palafox Street
Pensacola, Florida 32501

The name and address of the administrator responsible for the School District is:

Thomas J. Rollins, Principal
George Stone Technical College
2400 Longleaf Drive
Pensacola, Florida 32526

11. LIABILITY

Each party agrees to be fully responsible up to the limits established in §768.28, F.S., for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which

sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of §768.28, F.S.

B. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

C. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, genetic information, or sexual orientation.

D. Termination. This MOU may be terminated with or without cause by either party upon providing thirty (30) days' written notice to the other party. Any termination upon default or breach of a material term shall be immediate, unless the non-breaching party elects otherwise.

E. Records. Each party shall maintain its own respective records and documents associated with this MOU in accordance with state and federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, F.S., and any resultant award of attorney's fees for non-compliance with that law.

F. Entire MOU. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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 MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or understandings, whether oral or written.

G. Amendments. No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

H. Preparation of MOU. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to

herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.

J. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

K. Governing Law. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.

L. Binding Effect. This MOU shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this MOU has been duly authorized by all necessary corporate action.

M. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

N. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

O. Captions. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of

this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

P. Authority. Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.

Q. Necessary Acts. The parties will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this MOU.

(THIS AREA INTENTIONALLY LEFT BLANK)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

NOW IN WITNESS WHEREOF, this MOU has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County. Florida and Escambia County, Florida.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Patricia Hightower, Chair

Date: _____

Attest:

BY: _____
Malcolm Thomas, Superintendent

BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

Attest: Pam Childers.
Clerk of the Circuit Court

BY: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-16-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18292 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Change Order #1 to CSG Forte Payments, Inc.
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Purchase Order #200597, CSG Forte Payments, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute Change Order #1 to Purchase Order #200597, CSG Forte Payments, Inc., for additional funding for transaction fees, Fiscal Year 2020.

Department:	Waste Services Fund 401 Solid Waste Fund; Cost Center 230314, Operations; Object Code 54901, Other Charges and Obligations
Division:	Waste Division
Type:	Addition
Amount:	$10,000
Vendor:	CSG Forte Payments Inc. - 425811
Project Name:	Credit/Debit Transaction Fees
Purchase Order#:	200597
Original Award Amount:	$30,000
Change Order #1:	$10,000
Total:	$40,000

BACKGROUND:

The Payment Processing Agreement with Forte Payment Systems, Inc., was entered into on November 1, 2018. Concerns regarding the transmission of COVID-19, the temporary closing of charitable donations centers, along with recent "stay at home" orders, resulted in a significant increase of residential self haulers to the Perdido Landfill. These occurrences resulted in a significant increase in the usage of credit/debit card transactions. Due to the unexpected increase in the number of credit/debit transactions, addional funding for processing is required.

BUDGETARY IMPACT:

Department:	Waste Services Fund 401 Solid Waste Fund; Cost Center 230314, Operations; Object Code 54901, Other Charges and Obligations
Division:	Waste Division
Type:	Addition
Amount:	$10,000
Vendor:	CSG Forte Payments, Inc. - 425811
Project Name:	Credit/Debit Transaction Fees
Purchase Order #:	200597
Original Award Amount:	$30,000
Change Order #1:	$10,000
Total:	$40,000

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board appproval, the Waste Services Department will submit a Change Order to the Office of Purchasing for processing.

Attachments

Forte Pricing schedule
Forte Backup

PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- Service Fee Model – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- Absorbed Model - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.50% of the payment amount with a minimum fee of $1.95 based upon volume.

Electronic check

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
$0.00 to $50,000.00	$1.75 w/Verification	Per Transaction
$50,000.01 to $75,000.00	$3.00 w/Verification	Per Transaction
$75,000.01 to $100,000.00	$6.00 w/Verification	Per Transaction
$100,000.01 to $150,000.00	$10.00 w/Verification	Per Transaction
$150,000.01 + $250,000.00	$15.00 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover	*Pass Thru pricing + $0.12 + .30bpts*	Per Transaction
American Express	*Pass Thru pricing + $0.12	Per Transaction
Forte Protect (End-2-End Encryption)	$0.10	Per Transaction
Account Updater (Optional)	$0.35	Per Transaction
Chargeback Fee	$25.00	Per Chargeback
Batch Fee	$0.00	No Charge - Waived
Gateway Fee	$0.00	No Charge - Included
ACH Fee-debits/credits	$0.25 w/o Forte Verify $0.50 with Forte Verify	Per Transaction
ACH Return Fee	$2.00	Per Return
Statement Fee	$5.00	Each Month per merchant account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		$299.00 per reader plus shipping Rental options available
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	$24.95
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users $0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED

Select pricing option desired: Absorbed Pricing ■ Service Fee Pricing ☐ Gateway Only Pricing ☐

***Required Merchant Signature:** _____

Date 1/15/19

PURCHASE ORDER NO. 200597

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
425811
CSG FORTE PAYMENTS INC
FORTE PAYMENTS
500 W BETHANY STE 200
ALLEN TX 75013

SHIP TO
SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801

ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/18/19	BUYER: SAVANNAH KRUSE	REQ. NO.: 20000513	REQ. DATE: 10/01/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR CREDIT CARD FEES EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY WASTE SERVICES IN ITS DAILY OPERATIONS. THE COUNTY SHALL BE CHARGED ACCORDINGTO THE APPLICABLE CONTRACT PRICE SCHEDULE OR A PREFERRED STATUS WITH THE LOWEST PRICES USUALLY EXTENDED TO MOST FAVORED CUSTOMERS.		
01	1.00	LOT	PURCHASE ORDER TO COVER FEES IN ORDER TO PROCESS CREDIT CARDS AT PERDIDO LANDFILL THROUGH OUT WASTE WORKS PROGRAM. FOR	30000.0000	30,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	230314	54901	30,000.00	

PAGE TOTAL $	30,000.00
TOTAL $	30,000.00

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.

PO #: 200597
Req #: 20000513

Escambia County
Clerk's Original

11/1/2018 CAC II-6

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of the date last executed (the "Effective Date") by and between Forte Payment Systems, Inc. ("FORTE" or "Party"), a California corporation, and Escambia County, a political subdivision of the State of Florida ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

Date: 11/8/2018 Verified By:

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non- exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements

and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

This section will not apply to any information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association, or (v) is subject to disclosure pursuant to Chapter 119, Florida Statutes.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction

within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4-digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 **Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 **Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the

state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 **Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 **Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 **Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health- related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide Carolina Software ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement

will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

12.4 Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, Florida Statutes, as amended.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an

agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF 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 action shall be in the County of Escambia. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:
Forte Payment Systems, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:
Denee M. Rudd, Accounting Supervisor
Escambia County Waste Services
13009 Beulah Road
Cantonment FL 32533
850-937-2175

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision.

25. PUBLIC 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 Statues. The parties 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 parties shall also ensure that any requested records or allow the records to be inspected within a reasonable time. The parties 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, the parties 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 FORTE fails to abide by the provisions of Chapter 119, Florida Statues, the Agency may, without prejudice to any other right or remedy and after providing seven days written notice, during which period FORTE still fails to allow access to such documents, terminate the contract. In such case, FORTE shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing FORTE.

IF FORTE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FORTE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Date: 11/8/2018

BCC Approved: 11/1/2018

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

ATTEST:

~~Secretary~~ Julia A. Deslatte
Administrative Assistant
to Jeff Thorness, President
Forte Payment Systems, Inc.

FORTE PAYMENT SYSTEMS, INC.

Authorized Signature

Name: Jeff Thorness

Title: President

Date: 11/13/2018

Approved as to form and legal sufficiency.

By/Title:

Date: 9/26/18

APPENDIX A
DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry) – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
    a. AGENCY must be properly established and registered in the United States.
    b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
    c. AGENCY must be in compliance with all Card Association Operating Regulations.
    d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
    e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
    f. AGENCY must not submit inquiries on behalf of any other entity.
    g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.
All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

RECEIVED
DEC 04 2018
WASTE SERVICES

200897

REQUISITION 20000513

REQUESTED	REQUIRED	GROUP NAME	SOLID WASTE - AD	BUYER
10/15/19	10/01/19	NCS BUREAU		PURCHASING MANAGE

SHIP TO SWL-0
SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801
ATTN: SWM DENEE RUDD 850-937-2175

VENDOR 425811
CSG FORTE PAYMENTS INC
FORTE PAYMENTS
500 W BETHANY STE 200
ALLEN TX 75013

CONTRACT WITH FORTE THRU 11/2021
SEE ATTACHED CONTRACT

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01			1.00	LOT	30,000.0000	30,000.00
O	PURCHASE ORDER TO COVER FEES IN ORDER TO PROCESS CREDIT CARDS AT PERDIDO LANDFILL THROUGH OUT WASTE WORKS PROGRAM. FOR THE PERIOD 10/1/19-09/30/20.					0.00
						0.00
					TOTAL PRICE	30,000.00

COST CENTER	ACCOUNT	PROJ/TASK	ACCOUNT	CHARGE AMOUNT
230314	54901			30,000.00

REQUISITION TOTAL 30,000.00

PAGE TOTAL 30,000.00

ESCAMBIA COUNTY BOCC
REQUISITION APPROVAL/DENIAL
RUN BY: 2121

SELECTION CRITERIA: requisit.req_no='20000513' and requisit.yr='20'

Group Name	REQ NUMBER	LINE ITEM	STATUS	AMOUNT	ERROR MESSAGE
NCS BUREAU	20000513	1	A	30000.00	
			TOTAL	30000.00	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18305 **County Administrator's Report 12. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract Award for Pet Licensing Management
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award of PD 19-20.018, Pet Licensing Management - John Robinson, Division Manager, Animal Services through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and DocuPet CORP., per the terms and conditions of PD 19-20.018, Pet Licensing Management.

Vendor/Contractor	Funding	Amount	Contract Number
DocuPet Corp.	Self-Funding	Self-Funding	PD 19-20.018

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

- RFP Response from DocuPet

BACKGROUND:

Escambia County currently issues approximately 35,000 pet licenses annually, as required by Chapter 10-9, which is about a 23% citizen compliance rate. Pet licenses are sold on site at more than 30 veterinary clinics and at the County Shelter, missing opportunities to sell online, by mail and by phone. With the current paper-based program, Animal Services has been unable to issue renewal notices to pet owners with expiring licenses, relying solely on the Vet Clinics' client notifications to reach the citizens. A partnership with DocuPet will modernize the County's pet licensing program with enhanced software, pet tag distribution, purchasing options, lost pet services, and issuance of renewal reminders, ensuring compliance with State Statute 828.28. For Animal Services to provide

this level of service, benefits and increased issuance of annual pet licenses without a licensing partner would require a significant increase in staffing and the addition of software to manage the program, at a cost that would far exceed that of DocuPet's services. Additionally, DocuPet would handle the collection of license revenue from the veterinary clinics and individual licensees, generating monthly and quarterly accounting and compliance reports, which will greatly reduce the impact on current Animal Services staff. DocuPet's programs are designed to perform based on the Animal Services' goal of increasing community participation in the County license program by providing a variety of benefits for pet owners and their pets. The majority of DocuPet's fees are dependent on their success of significantly increasing our community activity and participation. Overall, DocuPet should provide a significant increase in revenue for Animal Services without requiring additional personnel, software, data storage, or start up fees from Animal Services.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
DocuPet Corp.	Self-Funding	Self-Funding	PD 19-20.018

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement reviewed and approved by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recomendation was done in-house. No additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance , Article 2 Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue Agreement reviewed and approved by Kristin D. Hual, Senior Assistant County Attorney. John Robinson, Division Manager, Animal Services will be the Contract Administrator.

Attachments

Solicitation
Bidder/Proposer List
Final Ranking

ESCAMBIA COUNTY
FLORIDA

Request for Proposal

PET LICENSING MANAGEMENT

SPECIFICATION NUMBER PD 19-20.018

PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM CDT, March 17, 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 CHECKLIST

PET LICENSING MANAGEMENT
SPECIFICATION NUMBER PD 19-20.018

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.

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.

PET LICENSING MANAGEMENT
SPECIFICATION NUMBER PD 19-20.018

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Forms marked with an (* Asterisk) must be returned with the Proposal.
Forms marked with a (** Double Asterisk) should be returned with the Proposal.

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

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

ESCAMBIA COUNTY, FLORIDA

Request for Proposal

PET LICENSING MANAGEMENT

SPECIFICATION NUMBER
PD 19-20.018

Solicitation

MAILING DATE: 3/2/20
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 3/17/2020 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 _____

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.***

NOTE: This RFP was issued to meet a need that Escambia County Florida has. The RFP contains a Scope of Work (SOW) where the subject matter experts (SME) have done their best to outline their need to the seller. The RFP structure allows the seller to propose their best solution and associated costs and fees that align best with the needs described in the SOW. All required forms and documents contained in the solicitation need to be completely filled out per the instructions in the RFP and submitted. The format for your proposal, outline of services, costs and fees are free form, and must be structured in a manner that clearly communicates your message, provides the needed costs and fee schedules, and aligns with (as best as possible) the SOW.

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 website 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:

PET LICENSING MANAGEMENT SPECIFICATION NUMBER PD 19-20.018 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.

1) Scope of Work:

The Escambia County Board of County Commissioners currently issues approximately 35,000 (thirty-five thousand) pet licenses annually. At present, licenses are sold by more than 30 (thirty) veterinary clinics and the ECAS shelter. Licenses are currently not sold via phone or the web. The county aims to modernize its pet licensing program with enhanced software, pet tag distribution, purchasing options, lost pet services, and renewal and warning reminder issuance, and is seeking a partner to provide such.

The following scope of work outlines the systems and services the County is seeking from an established and experienced vendor. Additional services provided by the potential bidder that can further enhance the County's pet licensing capabilities may also be desired.

1.1. Software

- The awarded firm shall provide a pet license record database that is accessible via any web-enabled device. Each pet license record must include the following data fields:
    - License Tag Number
    - License Type
    - License Date Issued
    - Owner Name
    - Owner Address
    - Owner Phone
    - Owner Alternate Phone
    - Owner Email
    - Pet Species
    - Pet Name
    - Pet Breed
    - Pet Color 1
    - Pet Color 2
    - Pet Color 3
    - Pet Sex
    - Pet Is Fixed (Y/N)
    - Pet Age
    - Vet Clinic Name
    - Clinic Rabies Tag ID (if applicable)
    - Vaccination Date
    - Rabies Vaccine Expiration Date

- Software must provide for recording of license sales by vendor (e.g., vet clinic), by type, by date, and by pet owner.
- Software must be accessible by all vendors for the purposes of data entry, pet license sales, reporting, and record searching.
- Software must allow for online purchase of new and renewed pet licenses and accommodate our need for rabies vaccination records to be verified before license tags are shipped.
- Software must provide information about pet licensing in Escambia County.

1.2. License Sales

- Beyond the ability to sell licenses online, the awarded firm must allow for the sale of pet licenses via phone.
- Pet license renewal forms which must be received by the vendor via mail, entered into the database, and checks processed

1.3. Data Management

- The awarded firm must make every effort to keep pet license data updated and accurate inclusive of change of addresses and pet ownership status.
- The license and rabies records received from vet clinics must be uploaded to the database and done so with minimal creation of duplicate records.

1.4. Pet Tags

- The awarded firm must provide quality pet tags.
- All pet tags must be delivered via mail to the pet owners of new and renewed pets in a timely manner following purchase.

1.5. Lost Pet Service

- Vendor must provide a support for licensees who lose their pets and for citizens that find pets to assist in the safe and cost-effective return of lost animals, and to reduce the number of lost animal intakes at our shelter. This service should be provided on a 24/7 basis, ideally via phone and online.

1.6. Customer Service/Training

- The awarded firm must be available to provide sales and licensing-related customer service via phone and email. Customer service hours extended into the evening hours on business days is preferred.
- Customer service support via phone and email for county administrator and vet clinic administrators is required.
- Training is required for license program administrators and vet clinic administrators. In-person training is desired.
- The awarded firm must provide monthly financial remittance reports for the County and each vendor within 15 days of the end of each monthly reporting period.

1.7. Reminders/Warnings

- In order to comply with state statute, the vendor will be required to send license renewal reminders to licensees prior to the expiration of each license period. Reminders can be sent via mail or email. Where possible, the use of email and automated phone call to reduce cost associated with mail is desired.
- The awarded firm must also be able to send warning letters and citations if deemed necessary.

- The awarded firm must be able to produce a list of non-compliant pet owners whose pet licenses have expired for potential follow-up by the County

2. Procurement Questions

Questions shall be directed to Lawrence A. Gordon, Purchasing Specialist, at Lagordon@Myescambia.com. Last day for questions will be 3/10/2020 **at 1:00 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. <u>Evidence/Certificates of Insurance</u>

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.

11) Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Lawrence A. Gordon

Office of Purchasing

Pensacola, FL 32597-1591

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.

12) Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

13) SELECTION CRITERIA

13.1. All proposals received will be evaluated by a Selection Committee. The most qualified firm will be recommended by the Selection Committee based on the overall strength of each proposal. Responses to this RFP must adhere to the format for proposals detailed in Section V Proposal Submission Requirements. The criteria for Selection are outlined below.

Criteria for Selection	
1. Ability to Deliver Scope of Work • Vendor able to deliver on the full scope of work • Vendor demonstrates innovative initiatives for modernizing pet licensing programs	*50 points*
2. Past Performance • Qualifications to meet and manage pet licensing program requirements as outlined in this RFP • Record of providing professional services of similar size and complexity • Capability and experience of organization	*25 points*
3. Budgetary Impact • Financial Impact to the County including potential costs, cost savings, and new potential revenue	*25 points*
Total Possible Points	*100*

13.2. The governing criteria to be used for selection of the firm shall be the submittal deemed to be as most responsive by the County. The County shall select from the submittals received the firm that in its estimation is the most responsive to the requirements set forth in the solicitation.

13.3. Submittals will be judged on the firm's ability to provide services that meet the requirements set forth in this document. The County reserves the right to make such investigations as it deems necessary to determine the ability of the firm to provide services meeting a satisfactory level of performance in accordance with the County's requirements. Interviews and presentations by one, several, or all of the firms may be requested by the evaluators if deemed necessary to fully understand and compare the firm's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

14) SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	3/2/2020
Proposal due date	**3/17/2020 at 2: P.M. CST**
Short-Listing Meeting	**3/24/2020**
Discussions, Ranking Meeting	**4/1/2020**
Written Scope due to Committee for Review	**4/9/2020**
Fee Proposal due to Committee for Review	**4/16/20**
1st Negotiations with First Ranked Firm - Scope	**4/22/2020**
2nd Negotiations with First Ranked Firm	**4/24/2020**
Board of County Commissioners approval	**5/21/2020**

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.

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/28/2020 13:31	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Caly Tera	v.bhat@calytera.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Cowboy Express	ropeweekley@gmail.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Docupet	grant@docupet.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Fabre Engineering & Surveying	cjernigan@fabreinc.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Fabre Engineering & Surveying	debrachannell@fabreinc.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Fabre Engineering & Surveying	debrachannell@fabreinc.com	Escambia County - PET LICENSING MANAGEMENT	click
2/28/2020 13:31	Gov Pilot	steve@govpilot.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Pet Champ	jvaught@petchamp.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Pet Data Inc.	acampbell@petdata.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PET LICENSING MANAGEMENT	deliver
2/28/2020 13:31	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PET LICENSING MANAGEMENT	deliver

Solicitation: PD 19-20.018 PET LICENSING MANAGEMENT / FINAL RANKING

Committee Evaluation	DocuPet	Pet Champ	Pet Data
Individual Committee Member Scores			
John Robinson	85	55	70
Dawn Harris	85	55	65
Michelle Habel	75	55	45
Total	245	165	180
Final Ranking	1st	3rd	2nd

6/10/2020

Michelle Habel

Category/ Points	5	10	15	20	25	DocuPet Score	Pet Champ Score	Pet Data Score
1. Is your organization geared more to developing partnerships with our participating veterinarians or is the intent to establish an online renewal service that no longer relies on partner sellers?	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.	20	25	10
Category/ Points	5	10	15	20	25			
2. Can you provide examples of successfully assisting a municipality with developing and expanding its pet licensing program to become more efficient and generate more revenue?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25	15	10
Category/ Points	5	10	15	20	25			
3. What level of staff support will be required from Animal Services to assist your company with the Pet licensing program?	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.	10	5	5
Category/ Points	5	10	15	20	25			
4. What, if any, of the scope of work do you plan to fulfill using manpower or resources from a third-party source?	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.	20	10	20
					Total	75	55	45

Dawn Harris

						DocuPet	Pet Champ	Pet Data
Category/ Points	**5**	**10**	**15**	**20**	**25**	Score	Score	Score
1. Is your organization geared more to developing partnerships with our participating veterinarians or is the intent to establish an online renewal service that no longer relies on partner sellers?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25	15	Both 22% online more on site 15
Category/ Points	5	10	15	20	25			
2. Can you provide examples of successfully assisting a municipality with developing and expanding its pet licensing program to become more efficient and generate more revenue?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25	10	10
Category/ Points	5	10	15	20	25			
3. What level of staff support will be required from Animal Services to assist your company with the Pet licensing program?	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.	15	20	20
Category/ Points	5	10	15	20	25			
4. What, if any, of the scope of work do you plan to fulfill using manpower or resources from a third-party source?	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.	20	10	no outsourcing or third party 20
					Total	85	55	65

John Robinson

Category/ Points	5	10	15	20	25	DocuPet Score	Pet Champ Score	Pet Data Score
1. Is your organization geared more to developing partnerships with our participating veterinarians or is the intent to establish an online renewal service that no longer relies on partner sellers?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25	20	20
Category/ Points	5	10	15	20	25			
2. Can you provide examples of successfully assisting a municipality with developing and expanding its pet licensing program to become more efficient and generate more revenue?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	25	15	15
Category/ Points	5	10	15	20	25			
3. What level of staff support will be required from Animal Services to assist your company with the Pet licensing program?	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.	15	10	15
Category/ Points	5	10	15	20	25			
4. What, if any, of the scope of work do you plan to fulfill using manpower or resources from a third-party source?	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.	20	10	20
					Total	85	55	70

Pet Licensing Services Agreement (P.D. 19-20.018)

This Pet Licensing Services Agreement (this "**Agreement**"), is entered into this _____ day of _____, 2020 (the "**Effective Date**") by and between DocuPet Corp., a Delaware for-profit corporation, with offices at 235 Harrison Street, Syracuse, New York 13202 ("**DocuPet**"), and Escambia County, a political subdivision of the State of Florida, whose primary place of business is 221 Palafox Place, Pensacola, FL 32502 (the "**Organization**").

Background:

On March 2, 2020, the Organization issued a Request for Proposals (Specification No. P.D. 19-20.018) seeking a contractor to provide pet licensing management services; and

DocuPet has developed and operates a program for providing municipal pet licensing services; and

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in **Schedule A** to this Agreement subject to and in accordance with the terms and conditions contained in **Schedule B** to this Agreement.

Schedules A, B, C, and D are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

(1) Pet Licensing Services Agreement

(2) Schedule A – DocuPet Service Deliverables

(3) Schedule B – DocuPet General Terms and Conditions

(4) Schedule C – Pet Fee Schedules

(5) Schedule D – Form of Task Order

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

DOCUPET CORP.

By: _____

Name: **Grant Goodwin**
Title: **Chief Executive Officer**

ESCAMBIA COUNTY, FLORIDA

By: _____

Name: Janice Gilley
Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-16-2020

CONTACT INFORMATION FOR THE ORGANIZATION	
Contact Name and Title:	John Robinson, Division Manager Animal Services
Address:	200 W. Fairfield Dr. Pensacola, FL 32501
Phone:	850-595-3078
Email:	JAROBINSON@myescambia.com
Fax:	

CONTACT INFORMATION FOR DOCUPET	
Contact Name and Title:	Grant Goodwin, Chief Executive Officer
Address:	235 Harrison Street, Syracuse, New York 13202
Phone:	1-877-239-6072
Email:	grant.goodwin@docupet.com
Fax:	613-547-5529

SCHEDULE A
to Pet Licensing Services Agreement
SERVICE DELIVERABLES

1. DEFINITIONS

Unless otherwise defined in this **Schedule A**, capitalized terms used in this **Schedule A** shall have the meaning given to those terms in **Schedules B and C** to this Agreement.

2. SERVICES

(a) During the Term, DocuPet will provide to the Organization the pet registration services described in this **Schedule A** and all Task Orders (collectively, the "**Services**") subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide Optional Services (as defined in **Schedule B**) to Pet Owners that may be offered through the DocuPet Website (as defined below) or through any other medium or in any other manner.

(b) Applications. Pet Owners shall apply for pet registration by providing the following information and/or such other information as DocuPet and the Organization may agree ("**Licensing Information**"):

(i) Name;
(ii) Email;
(iii) Address;
(iv) Telephone – day and evening;
(v) Name of pet;
(vi) Species (Dog or Cat);
(vii) Breed and description (sex, color, age, etc.);
(viii) Spayed or neutered; and
(ix) Date of Birth.

(c) Pet Owners may apply for Pet Registration in one of five ways:

(i) electronically through the DocuPet Website;
(ii) by telephone with a DocuPet representative;
(iii) at designated Organization locations;
(iv) at the location of organizations authorized by the Organization to sell Pet Registrations; or
(v) by mailing an application with payment to DocuPet.

In the case of (i), (ii), and (v) the Pet Owner or the DocuPet representative, as the case may be, shall input the Licensing Information into the prompts on the Website. In the case of (iii) and (iv), an employee or the Organization's designated representative shall input the Licensing Information into the prompts on the Website.

(d) Data Storage. All Licensing Information that is inputted through the Website will be stored within the Software so that the Licensing Information may be accessed by the Organization, the DocuPet Personnel and other persons authorized by the Pet Owner. The Organization shall require their employees, volunteers, and contractors/designates to accurately input the Pet Licensing Information into the application on the Website when inputting Licensing Information. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Licensing Information or for any errors therein.

(e) Pet Fee. Each Pet Owner shall pay a Pet Registration Fee for each Pet based on the rates set forth in **Schedule C** (the "**Pet Registration Fee**"). The Pet Registration Fee for each Pet shall be paid through the Website or over the telephone by credit card, debit card, or other payment method (as determined by DocuPet at its discretion) or directly to the Organization or an Organization contractor by cash, credit card (if accepted by the Organization), debit card, or check. The Organization shall ensure that its employees, volunteers, and contractors do not submit an application for a Pet Registration without first obtaining payment of the Pet Registration Fee or confirming that payment of the Pet Registration Fee was made through the Website. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

(f) Completion of Application and Registration. After the completion of the application, payment of the Pet Registration Fee, and submission of data into the DocuPet system, DocuPet shall send the applicant confirmation of the Pet Registration number, a Pet Tag, and other information or documents related to the Services, the Organization, and DocuPet. DocuPet will send this package within five (5) business days of registration.

(g) Pet Tag. All Pet Tags will be etched with a unique code indicating the pet registration number for the Organization. Any Pet Tag issued by DocuPet with a unique code associated to a Pet Registration for the Organization will be recognized as a Pet Tag. DocuPet shall be entitled to charge a reasonable fee for replacement Pet Tags in accordance with the rate set forth in **Schedule C** to this Agreement.

(h) Pet Registrations. Pet Registrations can be searched using a computer or smartphone device that will permit Organization officials and other authorized individuals to access certain information relating to the Pet and Pet Owner.

(i) Ordinance Awareness. DocuPet will endeavor to promote awareness of the Organization's ordinances and regulations relating to pet registration and responsible pet ownership and may, in its sole discretion, notify Pet Owners of their legal obligations by: (i) sending them correspondence by regular mail, e-mail, or other means; and (ii) conducting door-to-door campaigns; or (iii) contacting Pet Owners by telephone, including through the use of automated messages.

3. DOCUPET PLATFORM STANDARDS

(a) Connectivity. The Organization shall be responsible for ensuring that any and all of its service centers that provide Pet Registrations are connected to the Internet. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners, or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

(b) Backup and Disaster Recovery. DocuPet shall provide such back-up, disaster recovery, and storage capabilities as typically provided in its industry so as to provide reasonable availability of the Services during an event that would otherwise affect the delivery of the Services.

(c) PCI Compliance. DocuPet shall comply with payment card industry (PCI) security standards.

(d) Data Protection. DocuPet shall ensure that the platform and all services are in compliance with applicable Laws relating to data protection. For clarity, this includes personal information gathering, use, and disclosure whether in the form of Licensing Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Licensing Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization if any of its passwords have been stolen, leaked, or otherwise compromised. The Organization will promptly notify DocuPet if any of its passwords have been stolen, leaked or otherwise compromised.

(e) Location. The servers hosting the Licensed Software shall be under United States legal jurisdiction, and the data shall be collected, managed, and stored in accordance with any applicable privacy Laws.

(f) Back-up. DocuPet will ensure there are off-site backups performed each day. At a minimum, on a monthly basis, DocuPet will ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. Upon request, the Organization will be allowed to review architecture and ability to meet performance obligations.

(g) Service Level. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet industry standard accessibility service levels and shall operate on all major browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (8:00AM to 4:00PM CST, Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (8:00AM to 4:00PM CST, Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three (3) consecutive months of greater than 4 hours of downtime during normal business operation hours (8:00AM to 4:00PM CST, Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly. DocuPet will work with the Organization to prepare a document outlining the procedures and communication protocols that will be put in place in the event of scheduled and unscheduled downtime. A contingency plan for downtime procedures will also be included in this document.

(h) Website Support. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website, and custom modules purchased for the term. Support and maintenance for the Website includes ongoing problem identification, resolution services, and correction of programming errors, so that the Website will at all times conform to the specifications.

(i) Customer Service. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 8:00AM to 7:00PM CST, Monday through Friday, holidays excepted.

(j) Control of Website. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

SCHEDULE B
to Pet Licensing Services Agreement
DOCUPET GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement:

"**Confidential Information**" means: Information/material that qualifies as a trade secret as that term is defined in §812.081, Florida Statutes, or is otherwise exempt from the disclosure requirements of §119.071(1), Florida Statutes, and §24(a), Article 1 of the Florida State Constitution; that is marked or otherwise identified as confidential; and that is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

"**DocuPet Engagement Manager**" has the meaning given to that term in Section 2.7.

"**DocuPet Owned Work**" means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

"**DocuPet Personnel**" means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

"**Including**" and its derivatives (such as "include" and "includes") mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

"**Intellectual Property Rights**" means, on a worldwide basis, any and all: (i) rights associated with works of authorship, including copyrights, moral rights and mask-works; (ii) Marks; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and (vi) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"**Law**" means: (i) any statute, regulation, ordinance or subordinate legislation in force from time to time to which a Party is subject, including but not limited to data protection and privacy laws; (ii) the common law and the laws of equity as applicable to the Parties from time to time; (iii) any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or (iv) any applicable industry code, policy or standard enforceable by law.

"**Losses**" shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

"**Marks**" means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.
"**Material**" means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data

compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement.

"**Organization Engagement Officer**" has the meaning given to that term in Section 3.1.

"**Organization Data**" means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Licensing Information.

"**Optional Services**" means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

"**Performance Fee**" has the meaning given to that term in Section 4.1 and **Schedule C**.

"**Parties**" means DocuPet and the Organization and "Party" means any one of them.

"**Pet**" means a dog or cat or any other animal that can be registered in accordance with the Organization's Government Contract, ordinances or regulations.

"**Pet Registration Fee**" means the Pet Registration Fees described in **Schedule C**.

"**Pet Owner**" means the person applying for the Pet Registration for an applicable Pet.

"**Pet Tag**" means any pet tag issued by DocuPet with a unique code associated with the Organization's pet registration.

"**Licensing Information**" has the meaning given to that term in **Schedule A**.

"**Pet Registration**" means the registration issued or renewed according to the Organization's Government Contract, ordinances, or regulations to a Pet Owner.

"**Postage**" means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services.

"**Registration Threshold**" has the meaning given to that term in Section 4.1 and **Schedule C**.

"**Services**" has the meaning given to that term in **Schedule A**.

"**Software**" means the software application provided through the Website, which among other things, stores the Licensing Information and provides authorized access thereto through the Internet.

"**Standard Fees**" has the meaning given to that term in Section 4.1 and **Schedule C**.

"**Task Order**" has the meaning given to that term in Section 2.2.

"**Term**" has the meaning given to that term in Section 5.

"**Website**" means the Internet website "www.DocuPet.com" and associated web pages.

1.2. Other Terms.

(a) Other terms used in this Agreement are defined where those are used and have the meanings there indicated.

(b) Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. DOCUPET SERVICES

2.1 Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and the relevant Task Orders and shall ensure that all of its employees, representatives, and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public service.

2.2 Additional Services.

Any services to be provided by DocuPet to the Organization in addition to the Services ("**Additional Services**") shall be specified in task orders ("**Task Orders**") to be entered into by the Organization and DocuPet substantially in the form attached hereto as **Schedule D**. This Agreement provides basic terms and conditions applicable to all such Task Orders.

2.3 Reports and Meetings.

The Organization Engagement Officer and the DocuPet Engagement Manager shall conduct a review meeting bi-annually by electronic video conference (or other mutually acceptable means). At the bi-annual meetings, DocuPet and the Organization shall exchange information regarding the number of Pet Registrations sold through the Website, the Organization, and the Organization's contractors during the previous six (6) month period and the payments made to the Organization for Pet Fees that DocuPet has collected through the Website and payments due to DocuPet for payments made directly to the Organization or its contractors for Pet Fees.

2.4 Use of Subcontractors.

DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.

2.5 Facilities and Assets.

Except as otherwise specified in the applicable Task Order, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to visit an Organization facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.

2.6 DocuPet Methodologies, Tools, and Training.

Unless otherwise agreed to in writing in a Task Order, DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies, and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance, and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software, or technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software, or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.

2.7 DocuPet Engagement Manager

DocuPet will assign an experienced manager (the "**DocuPet Engagement Manager**") who will serve as the primary point of contact with the Organization for all matters pertaining to this Agreement. The DocuPet Engagement Manager will be responsible for: (a) overseeing and managing the performance of DocuPet's obligations under this Agreement; (b) serving as the Organization's primary point of contact for operational matters pertaining to this Agreement; and (c) promptly answering the Organization's queries and cooperate with the Organization to address issues relating to the Services deemed urgent by the Organization.

3. ORGANIZATION RESPONSIBILITIES

3.1 Organization Engagement Officer.

The Organization will assign an officer who will serve as the Organization's primary point of contact with DocuPet for all matters pertaining to this Agreement (the "**Organization Engagement Officer**"). The Organization Engagement Officer will be responsible and authorized to accommodate reasonable requests by the DocuPet Engagement Manager for information, data and support of a type specified in the Task Orders or as required to for DocuPet to perform its obligations under this Agreement.

3.2 Pet Fee Stability.

The Organization will not decrease the Pet Fee it charges during the Term without first providing at least thirty (30) days advance written notice to DocuPet.

3.3 DocuPet Policies.

The Organization agrees to abide by all reasonable use, security, and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors, and volunteers to abide by such policies and oversee compliance.

3.4 Program Training

The Organization shall provide DocuPet with reasonable, regular access to all Organization staff or authorized contractors that will be inputting the Licensing Information to ensure that they are inputting the information accurately, effectively, and successfully. DocuPet and the Organization shall work together to identify any individual that requires additional training. The Organization shall ensure that its contractors have employees and volunteers that are familiar with DocuPet procedures and that all such persons comply with DocuPet's procedures for handling the application for Pet Registrations and the payment of Pet Fees.

4. FINANCIAL MATTERS

4.1 Pet Registration Threshold, Performance Fee, and Standard Fees.

(a) A baseline pet registration number for the Organization (the "**Registration Threshold**") has been established at 35,000. The Registration Threshold will be reassessed once data has been entered into the DocuPet System and accurate data counts can be determined. The lesser of the previous twelve (12) months of sales or average sales amounts for the previous three (3) years will become the Registration Threshold.

(b) Upon the sale of Pet Registrations reaching the Registration Threshold in any year of this Agreement, DocuPet shall be paid the Performance Fee by the Organization equal to 35% of the gross revenue arising from each Pet Registration sold or renewed (whether by the Organization, DocuPet, or any other service provider) in excess of the Registration Threshold, less the applicable Fulfillment Fees associated with each sale, in any year of this Agreement or any Renewals thereafter (the "**Performance Fee**"). In the event the Organization refunds any Pet Registration Fees to the Pet Owner, such refund(s) shall not in any way reduce the Performance Fee or other fees payable to DocuPet except for those refunds caused by errors made by DocuPet.

(c) Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the standard fees set forth in Table 1.2 in **Schedule C** (the "**Standard Fees**").

4.2 Collection and Allocation of Fees.

(a) Pet Registration Fees under this Agreement shall be collected as follows:

(i) The Organization and other Organization contractors shall collect Pet Registration Fees through "in person" transactions; and

(ii) DocuPet shall collect Pet Registration Fees through the Website and by telephone.

(b) Pet Registration Fees shall be allocated between the Parties as follows:

(i) DocuPet shall pay the Organization all Pet Registration Fees collected through the Website, less Standard Fees and any Performance Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4.4(a); and

(ii) The Organization shall pay DocuPet Standard Fees and any Performance Fees associated with the Organization's or any Organization contractor's sale of Pet Registrations.

(c) Except as contemplated in this Section 4.2 and **Schedule C**, the Organization shall not be entitled to payment of any kind from DocuPet.

4.3 Taxes.

The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

(a) Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

(b) DocuPet shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties, if any, payable by DocuPet on the goods or services used or consumed by DocuPet in providing the Services and any tax that may be assessed on Standard and Performance Fees or other fees payable to DocuPet pursuant to this Agreement.

(c) DocuPet shall remit such taxes to the appropriate authorities in a timely manner. The Organization shall not be responsible for any interest or penalties assessed by a taxing authority arising from DocuPet's failure to remit the appropriate amount of tax on a timely basis.

4.4 Invoicing and Payment of Fees.

(a) Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Performance Fee and Standard Fees deducted from the Pet Registration Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include a cover page that summarizes: (i) all Pet Registration Fees collected by DocuPet for the month; (ii) the aggregate number of Pet Registrations applied for through the Website for the month; (iii) the aggregate amount of the Performance Fee and Standard Fees, retained by DocuPet for the month; and (iv) the aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.

(b) In the case of Task Orders for Additional Services, separate invoices shall be issued that provide for the calculations utilized to establish the charge including the names, levels and personnel rates of the persons performing the Additional Services and the number of person days worked by each DocuPet personnel.

(c) Statements for Performance Fees and Standard Fees shall be paid at the time of issuance of the invoice provided for in Section 4.4(a) out of the Pet Registration Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable to DocuPet as provided herein.

(d) Notwithstanding anything herein to the contrary, payments by the Organization and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70 et seq., Florida Statutes.

4.5 Accountability.

(a) DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other information with respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions of this Agreement.

(b) All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

5. TERM

(a) The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of three (3) years (the "**Term**"). Thereafter, the Term may be renewed for two (2) additional one (1) year periods (each a "**Renewal Period**"), but not to exceed five (5) years in the aggregate, subject to the Organization's right to terminate at the end of the initial Term or any Renewal Period by providing DocuPet with not less than 90 days prior written notice.

(b) All terms of this Agreement shall remain the same during the Renewal Period(s) except for the Standard Fees, which may, at the discretion of DocuPet, be increased annually by an amount equal to the percentage increase, if any, in pet license fees charged by the Organization. In the event that DocuPet gives notice of an intent to increase the Standard Fees beyond increases provided for pursuant to the Organization's ordinances or regulations, it shall give notice to the Organization not less than 100 days prior to the commencement of the applicable Renewal Period in which case, the Organization may terminate this Agreement pursuant to section 9.

6. INTELLECTUAL PROPERTY

6.1 Organization IP.

Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.

6.2 DocuPet IP.

As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to the Organization are reserved by DocuPet.

6.3 Use of Marks.

(a) During the Term, DocuPet shall be entitled to include the Organization's name and logo on (i) the Website; and (ii) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.

(b) During the Term, all references to the Website or the Organization's pet licensing program in publicity materials shall include the reference "DocuPet" in a location and format that is mutually acceptable.

7. CONFIDENTIALITY

7.1 Duties of Confidentiality

(a) To the extent permitted by law, each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7.1, the Party providing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to as the "**Recipient**".

(b) Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall both during the Term and at any time thereafter: (i) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent; (ii) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers, and other service providers for the purpose of providing them, or any of them, services or who have a need to know; (iii) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party; (iv) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; and (v) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

7.2 Excluded Information.

The obligations of confidentiality of the Recipient in Section 7.1 shall not extend to information that the Recipient can establish by written evidence: (i) is or becomes publicly known through no wrongful act of the Recipient; (ii) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (iii) the Recipient can show was rightfully in its possession without obligation of confidentiality; (iv) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (v) is subject to disclosure pursuant to Chapter 119, Florida Statutes, or is otherwise required to be disclosed by Law; or (vi) is independently developed.

DocuPet 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. DocuPet 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. DocuPet 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, DocuPet 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 DocuPet 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 seven (7) days written notice, during which period DocuPet still fails to allow access to such documents, terminate this Agreement.

IF DOCUPET HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

7.3 Privacy.

(a) In addition to DocuPet's confidentiality obligations under Section 7.1, DocuPet will collect, use, store, disclose, dispose of, and otherwise handle personal information collected or accessible to DocuPet in accordance with all applicable privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.

(b) Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Licensing Information to the extent that the individual who provided the Licensing Information has consented to such use and disclosure in accordance with all applicable Laws.

7.4 Reporting.

Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further steps requested by the other Party to prevent, control, or remedy any such violation.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

8.1 Warranties.

(a) DocuPet represents and warrants that:

(i) it is competent to perform the Services;

(ii) it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose; and

(iii) the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (A) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (B) the combination of the Software with software or other items or products not provided or recommended by DocuPet, or (C) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).

(b) The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

8.2 Warranty Disclaimer.

OTHER THAN AS PROVIDED IN THIS AGREEMENT (INCLUDING ANY TASK ORDER), THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DOCUPET'S TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL PERFORMANCE FEE PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8.3 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (II) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (III) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 2.8, SECTION 6 OR SECTION 7.

9. TERMINATION

(a) Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of thirty (30) calendar days following written notification of such breach (or if such breach cannot be remedied within thirty (30) calendar days, the party in breach has not diligently commenced steps to remedy the breach within thirty (30) calendar days), the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

(b) Organization Data and Licensing Information, including all copies thereof, shall be returned to the Organization within thirty (30) calendar days following the termination of this Agreement. The Organization Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Licensing Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

10. FORCE MAJEURE

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:

(a) if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and

(b) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.

The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

11. INSURANCE AND INDEMNIFICATION

11.1 Insurance.

(a) DocuPet shall at its own expense obtain and maintain during the Term the following insurance:

(i) Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars ($2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement;

(ii) Automobile liability insurance for an amount not less than Two Million Dollars ($2,000,000) covering all vehicles owned, operated, or leased by DocuPet and used in any manner in connection with the performance of the Services; and

(iii) Fidelity bond with One Million Dollars ($1,000,000) per occurrence coverage limit.

(b) The Organization shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.

(c) DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

(d) DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11.1 (a). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11.1.

(e) If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

11.2 Indemnity By DocuPet.

DocuPet will indemnify, defend, and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:

(a) any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors, or agents; and
(b) any breach of any representation, warranty, or covenant of DocuPet set out in this Agreement.

The parties understand and agree that such indemnification by DocuPet 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. DocuPet'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. DocuPet agrees to pay on behalf of 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.

13. GENERAL

13.1 Governing Law.
The Agreement and performance under it will be governed by and construed in accordance with the Laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13.2 Relationship of the Parties.
DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement unless otherwise provided herein or in the Task Order. Persons who perform the Services are employees of DocuPet (or its subcontractors), and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings, and contributions required with respect to its employees.

13.3 No Waiver of Default.
No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

13.4 Remedies Cumulative.
All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.

13.5 Assignment.
DocuPet may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

13.6 Notices.

All notices, requests, and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or e-mail (with a copy provided by another means specified in this Section 13.6), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of DocuPet, to:
Mail Drop #61
235 Harrison Street
Syracuse, New York 13202
Attention: Chief Executive Officer
Email: grant.goodwin@docupet.com

In the case of the Organization, to the address set out on page 2 of this Agreement.

Either Party may from time to time change the individual(s) to receive notices under this Section 13.6 and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

13.7 Interpretation.
Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated. The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.

13.8 Counterparts.
The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

13.9 Severability.
If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.

13.10 Survival.
Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

13.11 Entire Agreement; Entering Into Task Orders; Amendments.
This Agreement (including any Schedules referred to herein and attached hereto and Task Orders executed by the Parties in accordance herewith) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. To become effective, a Task Order must be signed by an authorized representative of each Party. Modification or amendment of this Agreement or any Task Order, or any

part of this Agreement or Task Order, may be made only by a written instrument executed by authorized representatives of both Parties.

13.12 Compliance with Law.
Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.

SCHEDULE C
TO THE PET LICENSING SERVICES AGREEMENT
PET FEE SCHEDULES

Pet Registration Fees

The Organization's current Pet Registration Fees for a One-Year License are set forth in Table 1.1. The Pet Registration Fee schedule is subject to annual review and approval by the Organization.

Table 1.1 – Pet Registration Fee schedule for the Organization

Annual License Type	($USD)
Pet – Altered, Adult	$11.00
Pet – Unaltered, Adult	$30.00
Pet - Altered, Senior Citizen	$7.00
Pet - Unaltered, Senior Citizen	$12.00
Pet - Juvenile	$12.00
Replacement Tag	$6.00

Standard Fees

The Standard Fees set forth in Table 2.1 are to be paid to DocuPet by the Organization.

Table 2.1 – Listing of DocuPet's Standard Fees

ITEM	FEES ($USD)
Pet License Fulfillment Fee This may include the following: • DocuPet-encoded Pet Tag • Printed Communication • Postage	$2.50
Replacement Tag Fulfillment Fee This includes the following: • Replacement Pet Tag • Printed Communication • Postage	$2.50
Mail and Data Processing Fee This applies to every mail in order received and processed by DocuPet and to every record that must be hand keyed into DocuPet (excluding data that can be digitally formatted and uploaded). This may include the following: • Data Entry • Check Processing	$1.00

Mailed Renewal Notice Fee This fee applies to all mailed notices including renewal reminders, warning letters, and notices of compliance requirement to pet owners for whom the County has collected rabies vaccination records. This includes the following: • Personalized letter • Envelope • Postage	$1.00
Emailed Renewal Notice	No Charge
Automated Phone Calls	No Charge
Online Credit Card Processing Fee (applicable for all Pet licenses sold via the Website)	2.9% + $0.30 per registration (charged to pet owner)

DocuPet shall be compensated by the Organization for the Services on a contingent performance basis in accordance with the following terms:

(a) A baseline Registration Threshold has been established at 35,000. The Registration Threshold will be reassessed once data has been entered into the DocuPet System and accurate data counts can be determined. The lesser of the previous twelve (12) months of sales or average sales amounts for the previous three (3) years will become the Registration Threshold.

(b) DocuPet shall be paid a Performance Fee equal to 35% of the gross revenue arising from each Pet Registration sold or renewed (whether by the Organization, DocuPet, or any other service provider) in excess of the Registration Threshold, less the applicable Fulfillment Fees associated with each sale, in any year of this Agreement or any Renewals thereafter.

(c) Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the Standard Fees set forth in Table 2.1, which are incurred for the production and distribution of Pet Tags and printed communication materials.

Schedule D
Form of Task Order

Task Order No. ___
Task Order Effective Date: _____

This Task Order No. ___, together with the IT Services Agreement between _____ ("**DocuPet**") and the Organization, dated ____ (the "**Agreement**"), governs the performance of the Project Work described herein. This Task Order shall be effective as of the date set forth above (the "**Task Order Effective Date**"). All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. PROJECT OVERVIEW

[NTD: Insert an overview of the Project]

2. TERM

The term of this Task Order will commence on the Task Order Effective Date and, unless earlier terminated pursuant to the terms and conditions of the Agreement, will continue to remain in full force and effect until all Services to be performed, and the Deliverables to be provided, under this Task Order have been successfully completed and delivered.

3. SERVICES

DocuPet will perform the tasks and responsibilities described below (including the provision of all Deliverables), and all associated DocuPet obligations set forth in the Agreement, as such tasks, responsibilities and obligations are enhanced, supplemented or changed during the term of this Task Order pursuant to the Agreement (collectively, for the purpose of this Task Order, the "**Services**").

[NTD: Insert description of Services to be performed]

4. DELIVERABLES

[NTD: List the Deliverables to be provided/achieved and identify requirements and specifications for each Deliverable.]

5. ESTIMATE

DocuPet's charges under this Task Order shall be determined with reference to the Estimate attached hereto as Attachment No. 1.

[NTD: Attach the Estimate as Attachment No. 1.]

6. SCHEDULE

[NTD: Specify schedule for performing the Services]

7. MILESTONES

[NTD: List Milestones. Specifically identify any Milestone that trigger interim payments as "Payment Milestones"]

8. ACCEPTANCE CRITERIA/TESTING

[NTD: Specify the Deliverables subject to acceptance testing and their respective acceptance criteria, as well as, to the extent practicable, the acceptance tests and procedures to be employed]

9. PROJECT MANAGER

[NTD: Insert the name, position and contact information of the DocuPet project manager]

10. DOCUPET PERSONNEL

The following DocuPet Personnel will be assigned to perform the Services in this Task Order.

Name	Position	Role

[NTD: List DocuPet Personnel by name, position and role of DocuPet Personnel]

11. THE ORGANIZATION'S RESPONSIBILITIES

[NTD: List the Organization's specific responsibilities relating to DocuPet's performance of the Services under this Task Order]

12. OTHER PROVISIONS

[NTD: Insert any additional terms agreed to by the Parties.]

The terms of this Task Order are agreed to by:

[Organization]

By:_____

Name:_____

Title:_____

Date:_____

DOCUPET CORP.

By:_____

Name:_____

Title:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18289 **County Administrator's Report 12. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract Award for Clean-up of Parks and Boat Ramps
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Clean-up of Parks and Boat Ramps - Michael Rhodes, Parks and Recreation Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Keep Pensacola Beautiful, Inc., per the terms and conditions of PD 19-20.067, Clean-up of Parks and Boat Ramps, in the amount of $188,638.

Vendor/Contractor	Funding	Amount	Contract Number
Keep Pensacola Beautiful, Inc.	Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $34,050.00; Fund 353, LOST IV, Cost Center 350221, Parks Capital Projects - $129,733.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $13,200.00; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M - $11,654.50	$188,638	PD 19-20.067

This project is located in multiple districts.

BACKGROUND:

The Invitation to Bid for PD 19-20.067, Cleanup of Parks and Boat Ramps, was advertised in Vendor Registry on June 12, 2020. 259 companies were notified of the Invitation to Bid. Two mandatory pre-bid meetings were held at 10:00 a.m. and 2:00 p.m., on June 24, 2020. Representatives from 11 firms attended the pre-bid meetings held at Parks and Recreation. Seven bids were received on July 1, 2020. Keep Pensacola Beautiful, Inc., was the lowest responsive bidder and was accepted by the Parks and Recreation Department for the recommendation to award the Contract for PD 19-20.067, Cleanup of Parks and Boat Ramps.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Keep Pensacola Beautiful, Inc.	Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $34,050.00; Fund 353, LOST IV, Cost Center 350221, Parks Capital Projects - $129,733.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $13,200.00; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M - $11,654.50	$188,638	PD 19-20.067

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was created by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance withe Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement as well as the Purchase Order.

Attachments

Invitation to Bid

Rec to Award Checklist
Bid Submittal
Public Notice Rec to Award
Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION NUMBER PD 19-20.067 Rev A

BIDS WILL BE RECEIVED UNTIL 1:00 PM, CDT, July 1, 2020

Office of Purchasing,
Matt Langley Bell, III Building Room 11.101
213 Palafox Place, Pensacola, FL 32502

A Mandatory Pre-Solicitation Conference will be held in the Parks and Recreation Conference Room, 1651 E. Nine Mile Road at 10 AM and 2 PM CDT, June 24, 2020

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and

responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION NUMBER PD 19-20.067

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION NUMBER PD 19-20.067

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

CLEAN-UP OF PARKS AND BOAT RAMPS

Solicitation Number PD 19-20.067

Solicitation

MAILING DATE: June 12, 2020
PRE-SOLICITATION CONFERENCE: A Mandatory Pre-Solicitation Conference will be held in the Parks and Recreation Main Conference Room, 1651 E. Nine Mile Road. Pensacola, FL 32514, at 10 AM and 2 PM CDT, June 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, July 1, 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
_____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Unit Cost

Cost per barrell **$** _____

Cost per Restroom Service **$** _____

Rates are to included all costs associated with contract requirements.

SCOPE OF WORK

Scope of Work

Escambia County Parks and Recreation Department is seeking the services of a contractor to provide the equipment, supplies and labor to perform the function of trash clean-up and dog waste stations waste removal and disposal for at least 75 recreational facilities. In addition, the contractor is to provide the cleaning and restocking service for at least 4 restroom facilities. The contractor must supply and stock all restroom supplies.

The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract.

The service requirements and facility locations are detailed in Exhibit “B” – Service Requirements and Exhibit “C” – Facility Locations in this solicitation.

THIS INVITATION TO BID HAS A MANDATORY PRE-BID MEETING SCHEDULED AS FOLLOWS:

ALL BIDDERS MUST BE PRESENT FOR AT LEAST ONE OF THE TWO MEETINGS.

DATE: June 24, 2020

TIME: 10:00 A.M. AND 2:00 PM

LOCATION: PARKS AND RECREATION DEPARTMENT

Main Conference Room

1651 E NINE MILE ROAD

PENSACOLA, FL 32514

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Non-Exclusive Long Term Franchise Agreement for the Collection of Solid Waste (If a Subcontractor is used, indicate on p.11.)

Date of Issuance _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of $500.00.

Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be submitted electronically via the Vendor Registry website, or 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 19-20.067, "CLEAN-UP OF PARKS AND BOAT RAMPS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the outside of the air-bill, envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Drawings

N/A.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of $ 500.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation and Offer Form acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3a. Performance and Payment Bonds

N/A

4. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, at Abroggenbuck@myescambia.com . Last day for questions will be June 25, 2020 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. Electronic submittasls via the Vendor Registry website will be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Point

Not required

7. Liquidated Damages

N/A

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

9. Warranty

N/A

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner

and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages

for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   Pensacola, FL 32502
   Fax (850) 595-4806
   E-mail: abroggenbuck@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click FORM B: Construction to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B.
Section 2
Section 3
Section 4
Section 5
Section 6
Section 7 *A. Escambia County Department
221 Palafox Place
Pensacola, FL 32502
Attn: Buzz Roggenbuck
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.four (4) copies of each Application for Payment
*21.1 one (1) year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT A – Statement of Work

Scope of Work

Escambia County Parks and Recreation Department is seeking the services of a contractor to provide the equipment, supplies and labor to perform the function of trash clean-up and dog waste stations waste removal and disposal for at least 75 recreational facilities. In addition, the contractor is to provide the cleaning and restocking service for at least 4 restroom facilities. The contractor must supply and stock all restroom supplies.

The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract.

The service requirements and facility locations are detailed in Exhibit "B" – Service Requirements and Exhibit "C" – Facility Locations in this solicitation.

THIS INVITATION TO BID HAS A MANDATORY PRE-BID MEETING SCHEDULED AS FOLLOWS:

ALL BIDDERS MUST BE PRESENT FOR AT LEAST ONE OF THE TWO MEETINGS.

DATE: June 24, 2020

TIME: 10:00 A.M. AND 2:00 PM

LOCATION: PARKS AND RECREATION DEPARTMENT

Main Conference Room

1651 E NINE MILE ROAD

PENSACOLA, FL 32514

Exhibit B –
2020-2021 Escambia County Parks and Recreation Trash Removal Requirements and Notes

Trash and Dog Station Collection / Removal

1. All trash barrels will be collected from parks on the list provided once a week, up to 4 times per week as dictated on park list.

2. Trash collection schedule may be adjusted due to seasonal activities at individual parks, but only the Parks and Recreation Department can alter and request this collection adjustment.

3. The vendor shall be "ON CALL" to service parks within 12 hours, but in most circumstances within 6 hours of the call out.

4. In addition to trash collection from each barrel, the vendor will be required to pick up any litter, fallen trash, or debris within 30 ft of each barrel at each individual park, along with the pick up of any loose trash or debris in pavilions and/or playgrounds.

5. The vendor shall remove and replace trash bags in all containers at each scheduled visit. This is inclusive of dog trash bags at Dog Parks, which are included in the Parks list.

6. At the 3 Perdido Beach access areas, the public beach area must be cleaned at least 50 yards to the right and left of the walk-in line in order to clean the entirety of the public beach area.

7. The vendor shall report any misuse of barrels to the Parks and Recreation Supervisor.

8. The vendor shall report any potential safety issues immediately to the Parks manager via phone call or text messaging regardless of date or time.

Restroom Maintenance

1. The vendor shall be responsible for cleanup at the restroom facilities and restocking of restroom supplies inclusive of toilet paper, hand soap and paper towels at the Beulah Regional Park, Perdido Beach access, along with the Perdido Kids Park. These respective facilities must be serviced 3-4 times per week based on the season and will be dictated by the Parks and Recreation department.

2. The vendor shall provide all restroom cleaning supplies, toilet paper, along with paper towels for any restroom facility that is referenced on the list of parks. When cleaning, restrooms must be swept and restroom floors washed down, hand wash basins cleaned along with toilet fixtures, and mirrors cleaned with a cleaning solution. Products and supplies must be provided by the vendor.

Operating Requirements / Conditions

1. The vendor shall park their respective vehicles in a safe manner in designated spots when at parks. The vendor shall not take trucks or trailers into the interior areas of respective parks, but only to designated parking areas. No common park areas should be damaged by vendor vehicles. If this should occur, the vendor shall be responsible for immediate repair.

2. The vendor shall provide all correctly sized trash bags for respective park receptacles.

3. The county will supply vendor with doggie bags for the dog stations.

4. The vendor shall provide their own trucks, trailers, and any other equipment that may be needed.

5. The vendor shall provide their own gasoline and any other services and maintenance to their equipment.

6. The vendor shall provide their own vehicle registration and insurance.

7. The county shall not be responsible for any damages to the vendors equipment during trash collection or work performed within this specification.

8. The vendor shall receive payment from the county once per month, with required submittal of invoice from the vendor.

9. The vendor shall compensate their workers or employees at their own discretion.

10. The vendor shall dispose of all collected trash and debris in an Escambia County approved disposal manner at an approved location and the vendor shall be responsible for all dumping and tipping fees. Failure to comply with this will result in cancellation of respective contract and proper documentation.

	Parks	Address	City	Zip	Acres	# of Barrels	Dog Stations	Service/wk
46	Perdido Key 1 - Sandy Key	13549 Sandy Key Drive	Pensacola	32507	0.5	5		4
47	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	0.5	3		4
48	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	0.5	3		4
49	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	3	14		3
50	Quintette Community Center	2490 Quintette Lane	Cantonment	32533	2	6		1
51	Raymond Riddle	1704 N. 'W' Street	Pensacola	32505	5	7		1
52	Regency	8245 Fathom Road	Pensacola	32514	10	6	2	1
53	River Road Park	14484 River Road	Pensacola	32507	0.5	1	1	1
54	R.L. King/Bayou Marcus	7705 Lenora Street	Pensacola	32526	4	2		1
55	Santa Maria Plaza/Farm Hill	199 Madrid Road	Cantonment	32533	3	6		1
56	Shady Terrace	3708 Pompano Drive	Pensacola	32514	1.5	1		1
57	Shell Street	5550 Shell Street	Pensacola	32503	2	2		1
58	South Fairfield	End of South Fairfield	Pensacola	32507	1	2		3
59	Southwest Greenway Trail (by PSC)	198 Patton Drive	Pensacola	32507	-----	1		1
60	Southwest Greenway Trail	1131 Patton Drive	Pensacola	32507	-----	1		1
61	Southwest Greenway Trail	1190 Decatur Ave	Pensacola	32507	-----	1		1
62	SW Complex Playground	Bauer Road	Pensacola	32507	1	4		3
63	Tangen Heights	4810 Cochise Street	Pensacola	32526	1	1		1
64	Treasure Hills	12839 Beckstrom Road	Pensacola	32507	3.96	2		1
65	Tulip	4855 Tulip Drive	Pensacola	32506	2	1		1
66	Wedgewood Park	3420 Pinestead, Lot 1	Pensacola	32506	2	6		1
67	Western Mark (Diego Circle)	751 Massachusetts Avenue	Pensacola	32503	1	2		2
	Boat Ramps	Address	City	Zip	Acres	Barrel/wk		Service/wk
68	Bill Dickson Park & BR/ Bayou Grand	3151 Fenceline Road	Pensacola	32507	49	4	1	2
69	Coronado Boat Ramp	End of Coronado	Pensacola	32507	0.1	1		1
70	Galvez Boat Ramp	Off Innerarity Point Road	Pensacola	32507	0.5	6		3
71	Heron Bayou Boat Ramp	Blue Angle Pkwy & Dog Track Road	Pensacola	32507	0.5	1		1
72	Molino Boat Ramp	6698 Fairgrounds Road	Molino	32577	1.5	1		2
73	Mahogany Mills Boat Ramp	1200 Mahogany Mills Road	Pensacola	32507	2.93	13		2
74	Navy Point Boat Ramp	Grieve and Sunset Ave	Pensacola	32507	2	7		3
75	Pensacola Bay Fishing Bridge	1750 Bayfront Pkwy.	Pensacola	32501	-----	13		3
76	Perdido River Boat Ramp/Wilson Robertson	11800 Mobile Hwy	Pensacola	32526	7.3	4		2
	Restroom Facilities	Address	City	Zip	Acres			Service/wk
1	Beulah Regional Park	7820 Mobile Hwy (west of Eq Center)	Pensacola	32526	N/A			2
2	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	N/A			4
3	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	N/A			4
4	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	N/A			4

Parks and Recreation Clean-Up of Parks and Boat Ramps Specifications

	Parks	Address	City	Zip	Acres	# of Barrels	Dog Stations	Service/wk
1	Aero Vista	120 Marine Drive	Pensacola	32507	1	4		1
2	Aviation Field	2900 Miller Street	Pensacola	32503	2	3		1
3	Avondale	6809 Vestavia Lane	Pensacola	32526	8	4		1
4	Barrineau Park & Community Center	6055 Barrineau Park School Rd.	Molino	32577	3	1		1
5	Beulah Community Center	7425 Woodside Road	Pensacola	32526	5	1		1
6	Beulah Regional Park	7820 Mobile Hwy (west of Eq Center)	Pensacola	32526	8	7	1	2
7	Bratt/ Travis Nelson	4525 West Hwy. 4	Bratt	32535	40	5		1
8	Brentwood	4905 N. Palafox Street	Pensacola	32505	3	6		2
9	Bristol	5311 Bristol Avenue	Pensacola	32505	3	6		2
10	Brownsville	3200 W. DeSoto St	Pensacola	32505	-----	2		1
11	Byrneville	1707 Highway 4-A	Century	32535	4	7		1
12	Carriage Hills/Charbar	1810 Broyhill Drive	Pensacola	32526	1.5	2		1
13	Carver	208 Webb Street	Cantonment	32533	2	8		2
14	Chimes Way	5002 Chimes Way	Pensacola	32505	3	4		2
15	Civitan Neighborhood Park	404 2nd Street	Pensacola	32507	2	4		1
16	Corry I	120 Manchester Street	Pensacola	32507	2	4		1
17	Davisville Community Center Park	10200 S. Hwy. 97	Davisville	32535	3	1		1
18	Dorrie Miller	2819 Miller Street	Pensacola	32503	4	1		1
19	Ebonwood/Oakcrest Elem	3511 Scott Street	Pensacola	32503	5	3		2
20	Englewood Community Center	1250 Leonard Street	Pensacola	32501	3	7		2
21	Garcon Bayou Nature Park	55 Doug Ford Drive	Pensacola	32507	18	4		1
22	Gene Pickerill/Sherwood	18 Gamwell Road	Pensacola	32506	2	3		1
23	Glynn Key Boardwalk	402 N Navy Blvd	Pensacola	32507	-----	3		1
24	Harvester Homes I	430 Belmont Street	Cantonment	32533	0.5	2		1
25	Harvester Homes I I	404 Lakewood Drive	Cantonment	32533	0.5	1		1
26	Jack Reddix/Falcon/Oakcliff	Falcon & Oakcliff	Pensacola	32526	1	1		1
27	Jaunita Williams	505 Edgewater Drive	Pensacola	32507	2	5		1
28	Johnson Beach Road	Johnson Beach Road	Perdido Key	32507	-----	2		1
29	Lakewood	670 Lakewood Road	Pensacola	32507	2	2		1
30	Lexington Terrace Regional Park	900 S. Corry Field Road	Pensacola	32507	38	10		2
31	Lincoln Park	7865 Aaron Drive	Pensacola	32534	3	4		1
32	Marie Ella Davis Park & CC	16 Raymond Street	Pensacola	32507	3	4		1
33	Mayfair I Community Center	50 S. Garfield	Pensacola	32505	5	5		1
34	Max Dickson	1102 Paulding Road	Pensacola	32507	3	6		1
35	Meadowbrook I	3 Adkinson Drive	Pensacola	32506	3	3		1
36	Molino/ Fairgrounds	6698 Fairgrounds Road	Molino	32577	1.5	4		1
37	Molino Community Center Park	6450 Highway 95-A N.	Molino	32577	-----	3		1
38	Navy Point Linear Park - Waterfront	Baublitts/Syrcle Drive/Gibbs	Pensacola	32507	60	25	8	2
39	O'Connor - Colling Community Park	552 Batton Blvd.	Pensacola	32507	30	6		1
40	Oak Grove	Hwy. 99 & Gobbler Road	Walnut Hill	32535	2	3		1
41	Oakcrest	220 Topaz Avenue	Pensacola	32505	1.5	2		1
42	Oakfield Acres I	6124 Confederate Drive	Pensacola	32503	3	3		1
43	Observation Park	End of Olde Barrancas	Pensacola	32507	-----	2		1
44	Old Ensley School	107 E. Detroit Blvd.	Pensacola	32534	1.5	2		1
45	Osceola I	302 Comanche Trail	Pensacola	32506	1.5	2		1

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Cleanup of Parks & Boat Ramps

Bid Number: PD 19-20.067

Opening Date/Time: 07/01/2020 1:00 PM CDT

Purchasing Agent: Buzz Roggenbuck

Client Department: Parks and Recreation Dept. Director/Designee: Michael Rhodes

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition # N/A

Funding:

Fund 001, General Fund; Cost Center 350226, Parks Maintenance , Object Code 54301, Utility Services - $34,050.00;
Fund 353, LOST IV, Cost Center 350221, Parks Capital Projects, Object Code 54301, Utility Services, Project # 19PR0409 Countywide Park Maint - $102,531.50;
Fund 353, LOST IV; Cost Center 350221, Parks Capital Projects, Object Code 53401, Other Contractual Services, Project # 19PR0409 Countywide Park Maint - $27.202.00;
Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge, Object Code 54301, Utility Services - $13,200.00;
Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M, Object Code 54301, Utility Services - $11,654.50

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award Contract to Keep Pensacola Beautiful, in the amount of $ 188,638.00.

Unit Price Extensions Checked by: Jane Eisenzopf 7.15.20
(Signature) (Date)

Susan R. Holt Digitally signed by Susan Holt Date: 2020.07.16 16:15:35 -05'00'

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.
Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes X No Client Department __Yes X No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Michael Rhodes
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

	Cyclone National LLC	Emerald Coast Grass	Greenview Turf	Gulf Coast Environmental	Keep Pensacola Beautiful	Morris & Morris	Salute Their Service Lawn Care LLC
Bid Bond	Yes	Yes	No	Yes	Yes	No	Yes
Named Subcontractor	Republic Services Waste Management Inc of Florida	GreenView Organics	Republic Services	None	Waste Management Inc of Florida	Waste Management Inc of Florida Emerald Coast Utilities Authority Coastal Containers	Creek Waste & Recycling LLC
Subcontractor has Valid Franchise for Commercial Solid Waste?	Republic Services - Yes Waste Management Inc of Florida - Yes	No	Yes	No	Yes	Waste Management Inc of Florida - Yes Emerald Coast Utilities Authority - Yes Coastal Containers - No	Yes
Rate/Barrel	$6.95	$7.75	$13.00	$7.00	$5.50	$7.50	$2.75
Annual Barrels	29,352	29,352	29,352	29,352	29,352	29,352	29,352
Subtotal Barrels	$203,996.40	$227,478.00	$381,576.00	$205,464.00	$161,436.00	$220,140.00	$80,718.00
Rate/Restroom	$39.50	$45.00	$125.00	$65.00	$33.50	$65.00	$180.00
Annual Restrooms	812	812	812	812	812	812	812
Subtotal Restrooms	$32,074.00	$36,540.00	$101,500.00	$52,780.00	$27,202.00	$52,780.00	$146,160.00
TOTAL BID:	$236,070.40	$264,018.00	$483,076.00	$258,244.00	$188,638.00	$272,920.00	$226,878.00

Clean up of Parks and Boat Ramps Annual Calculations

	Parks	Address	# of Barrels	Dog Stations	Service/wk	Additional Services during Busy Season	Annual Barrels	Annual Dog Stations
1	Aero Vista	120 Marine Drive	4		1		208	
2	Aviation Field	2900 Miller Street	3		1		156	
3	Avondale	6809 Vestavia Lane	4		1		208	
4	Barrineau Park & Community Center	6055 Barrineau Park School Rd.	1		1		52	
5	Beulah Community Center	7425 Woodside Road	1		1		52	
6	Beulah Regional Park	7820 Mobile Hwy (west of Eq Center)	7	1	2		728	104
7	Bratt/ Travis Nelson	4525 West Hwy. 4	5		1		260	
8	Brentwood	4905 N. Palafox Street	6		2		624	
9	Bristol	5311 Bristol Avenue	6		2		624	
10	Brownsville	3200 W. DeSoto St	2		1		104	
11	Byrneville	1707 Highway 4-A	7		1		364	
12	Carriage Hills/Charbar	1810 Broyhill Drive	2		1		104	
13	Carver	208 Webb Street	8		1		416	
14	Chimes Way	5002 Chimes Way	4		2		416	
15	Civitan Neighborhood Park	404 2nd Street	4		1		208	
16	Corry I	120 Manchester Street	4		1		208	
17	Max Dickson	1102 Paulding Road	6		1		312	
18	Western Mark (Diego Circle)	751 Massachusetts Avenue	2		2		208	
19	Dorrie Miller	2819 Miller Street	1		1		52	
20	Ebonwood/ Oakcrest	3511 Scott Street	3		2		312	
21	Englewood Community Center	1250 Leonard Street	7		2		728	
22	Garcon Bayou Nature Park	55 Doug Ford Drive	4		1		208	
23	Gene Pickerill/Sherwood	18 Gamwell Road	3		1		156	
24	Glynn Key Boardwalk	402 N Navy Blvd	3		1		156	
25	Harvester Homes I	430 Belmont Street	2		1		104	
26	Harvester Homes I I	404 Lakewood Drive	1		1		52	
27	Jack Reddix/Falcon/Oakcliff	Falcon & Oakcliff	1		1		52	
28	Jaunita Williams	505 Edgewater Drive	5		1		260	
29	Johnson Beach Road	Johnson Beach Road	2		1		104	
30	Lakewood	670 Lakewood Road	2		1		104	
31	Lexington Terrace Regional Park	900 S. Corry Field Road	10	4	2		1,040	416
32	Lincoln Park	7865 Aaron Drive	4		1		208	
33	Marie Ella Davis Park & CC	16 Raymond Street	4		1		208	
34	Mayfair I Community Center	50 S. Garfield	5		1		260	
35	Meadowbrook I	3 Adkinson Drive	3		1		156	
36	Molino/ Fairgrounds	6698 Fairgrounds Road	4		1		208	
37	Molino Community Center Park	6450 Highway 95-A N.	3		1		156	
38	Navy Point Linear Park - Waterfront	Baublitts/Syrcle Drive/Gibbs	25	8	2		2,600	832
39	Observation Park	End of Olde Barrancas	2		1		104	
40	O'Connor - Colling Community Park	552 Batton Blvd.	6		1		312	
41	Oak Grove	Hwy. 99 & Gobbler Road	3		1		156	
42	Oakcrest	220 Topaz Avenue	2		1		104	
43	Oakfield Acres I	6124 Confederate Drive	3		1		156	
44	Old Ensley School	107 E. Detroit Blvd.	2		1		104	
45	Osceola I	302 Comanche Trail	2		1		104	
46	Perdido Key 1 - Sandy Key	13549 Sandy Key Drive	5		4	140	1,180	
47	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	3		4	84	708	
48	Perdido Key 3 - River Road	14767 Perdido Key Drive	3		4	84	708	
49	Perdido Kids Park	10004 Gulf Beach Highway	14		3	364	2,548	
50	Quintette Community Center	2490 Quintette Lane	6		1		312	
51	Raymond Riddle	1704 N. 'W' Street	7		1		364	
52	Regency	8245 Fathom Road	6	2	1		312	104
53	River Road Park	14484 River Road	1	1	1	28	80	52
54	R.L. King/Bayou Marcus	7705 Lenora Street	2		1		104	
55	Santa Maria Plaza/Farm Hill	199 Madrid Road	6		1		312	
56	Shady Terrace	3708 Pompano Drive	1		1		52	
57	Shell Street	5550 Shell Street	2		1		104	
58	South Fairfield	End of South Fairfield	2		3		312	
59	Southwest Greenway Trail (by PSC)	198 Patton Drive	1		1		52	
60	Southwest Greenway Trail	1131 Patton Drive	1		1		52	
61	Southwest Greenway Trail	1190 Decatur Ave	1		1		52	
62	SW Complex Playground	Bauer Road	4		3		624	

Clean up of Parks and Boat Ramps Annual Calculations

63	Tangen Heights	4810 Cochise Street	1		1		52	
64	Treasure Hills	12839 Beckstrom Road	2		1		104	
65	Tulip	4855 Tulip Drive	1		1		52	
66	Wedgewood Park	3420 Pinestead, Lot 1	6		1		312	
					Annual Barrels/Dog Stations Subtotal:		**21,812**	**1508**
	Boat Ramps	**Address**	**Barrel/wk**		**Service/wk**			
67	Bill Dickson Park & BR/ Bayou Grand	3151 Fenceline Road	4	1	2		416	104
68	Coronado Boat Ramp	End of Coronado	1		1		52	
69	Galvez Boat Ramp	Off Inneraity Point Road	6		3	168	1,104	
70	Heron Bayou Boat Ramp	Blue Angle Pkwy & Dog Track Road	1		1		52	
71	Molino Boat Ramp	6698 Fairgrounds Road	1		2		104	
72	Mahogany Mills Boat Ramp	1200 Mahogany Mills Road	13		2	364	1,716	
73	Navy Point Boat Ramp	Grieve and Sunset Ave	7		3	196	1,288	
74	Pensacola Bay Fishing Bridge	1750 Bayfront Pkwy.	13		3	364	2,392	
75	Perdido River Boat Ramp/Wilson Robertson	11800 Mobile Hwy	4		2		416	
					Annual Barrels/Dog Stations Subtotal:		**7,540**	**104**
	Restroom Facilities	**Address**			**Service/wk**			
1	Beulah Regional Park	7820 Mobile Hwy (west of Eq Center)			2		104	
2	Perdido Key 2 - Gulfside	14261 Perdido Key Drive			4	28	236	
3	Perdido Key 3 - River Road	14767 Perdido Key Drive			4	28	236	
4	Perdido Kids Park	10004 Gulf Beach Highway			4	28	236	
							812	
					ANNUAL BARRELS TOTAL:		29,352	
					ANNUAL DOG STATIONS TOTAL:		1612	
					ANNUAL RESTROOM SERVICE:		812	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9459 **County Administrator's Report 16. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/10/2015
Issue: PD14-15.096 Contract for Clean-up of Parks and Boat Ramps
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract for Clean-Up of Parks and Boat Ramps - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award Contract PD 14-15.096, for Clean-Up of Parks and Boat Ramps, to Keep Pensacola Beautiful, Inc., and approve and authorize the Chairman to execute the Agreement for Maintenance of County Parks and Boat Ramps PD 14-15.096, between Escambia County and Keep Pensacola Beautiful, Inc., for an estimated annual amount of $132,187, for a term of 12 months with two options for 12-month Contract extensions.

The Invitation to Bid PD 14-15.096 was advertised in the Pensacola News Journal on September 21, 2015. 26 companies were notified of the Invitation to Bid. A mandatory pre-bid meeting was held on September 29, 2015. Representatives from eight firms attended the pre-bid meeting held at the Parks and Recreation Department. Four bids were received on October 12, 2015; two bids were deemed non-responsive. Keep Pensacola Beautiful, Inc,. was the lowest responsive bidder and was accepted by the Parks and Recreation Department for the recommendation to award the Contract for Clean-Up of Parks and Boat Ramps.

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $32,669; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $9,173; Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration - $4,586; and Fund 352, LOST III, Cost Center 350229, Parks Projects - $85,759]

BACKGROUND:

The Invitation to Bid PD 14-15.006 was advertised in the Pensacola News Journal on September 21, 2015. Twenty six companies were notified of the Invitation to Bid on September 21, 2015. A mandatory pre-bid meeting was held on September 29, 2015. Representatives from eight firms attended the pre-bid meeting held at Parks and Recreation. Four bids were received on October 12, 2015, two bids were deemed non-responsive. Keep Pensacola Beautiful, Inc. was the lowest responsive bidder and was accepted by the Parks and Recreation Department for the recommendation to award the contract for Clean Up of Parks and Boat Ramps.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $32,669
Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $9,173
Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration - $4,586
Fund 352, LOST III, Cost Center 350229, Parks Projects - $85,759

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD 14-15.006 was advertised in the Pensacola News Journal on September 21, 2015. Twenty six companies were notified of the Invitation to Bid on September 21, 2015. A mandatory pre-bid meeting was held on September 29, 2015. Representatives from eight firms attended the pre-bid meeting held at Parks and Recreation. Four bids were received on October 12, 2015, two bids were deemed non-responsive. Keep Pensacola Beautiful, Inc. was the lowest responsive bidder and was accepted by the Parks and Recreation Department for the recommendation to award the contract for Clean Up of Parks and Boat Ramps.

IMPLEMENTATION/COORDINATION:

Parks and Recreation will administer the contract.

Attachments

Bid tab
bid calculation
Agreement

BCC Recommendation

BACKGROUND:

The Invitation to Bid PD 19-20.067 Cleanup of Parks and Boat Ramps was advertised in the Pensacola News Journal/Vendor Registry ??? on Date ???. 100 ??? companies were notified of the Invitation to Bid on Date ???. Two mandatory pre-bid meetings were held at 10:00 a.m. and 2:00 p.m. on June 24, 2020. Representatives from # ??? firms attended the pre-bid meetings held at Parks and Recreation. Seven bids were received on July 1, 2020. Keep Pensacola Beautiful, Inc. was the lowest responsive bidder and was accepted by the Parks and Recreation Department for the recommendation to award the contract for PD 19-20.067 Cleanup of Parks and Boat Ramps.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $34,050.00; Fund 353, LOST IV, Cost Center 350221, Parks Capital Projects - $129,733.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $13,200.00; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M - $11,654.50

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

CLEAN-UP OF PARKS AND BOAT RAMPS

Solicitation Number PD 19-20.067

Solicitation

MAILING DATE: June 12, 2020
PRE-SOLICITATION CONFERENCE: A Mandatory Pre-Solicitation Conference will be held in the Parks and Recreation Main Conference Room, 1651 E. Nine Mile Road. Pensacola, FL 32514, at 10 AM and 2 PM CDT, June 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, June 29, 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: 59-1863230

Delivery Date will be 1 **days after receipt of purchase order**

Vendor Name: Keep Pensacola Beautiful, Inc.
Address: 9 W. Blount St.
City, ST. & Zip: Pensacola, FL 32501
Phone: (850) 438-1178
Toll Free: (___) —
Fax: (___) —

Terms of Payment
Monthly Invoice

Reason for No Offer
—

Bid Bond Attached:
$ 500.00

Sigrid Solgard, Exec. Director
(Name and Title of Person Authorized to Sign Offer)

* [signature]
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.***

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.

Bid Form

Unit Cost

Cost per barrell $ 5.50

Cost per Restroom Service $ 33.50

Rates are to included all costs associated with contract requirements.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(Print Name of Public Entity)

By Sigrid Solgard, Executive Director
(Print Individual's Name and Title)

For Keep Pensacola Beautiful, Inc.
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
9 W. Blount St.
Pensacola, FL 32501

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59 - 1663230

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 29 day of JUNE, 2020. Personally known ✓
OR produced identification _____ Type of Identification _____
Notary Public: State of FLORIDA

My Commission Expires: 5/27/23

VIRGINIA C. THACKERSON NOTARY PUBLIC STATE OF FLORIDA My Commission Expires 05/27/2023 GG# 338553

Virginia C. Thackerson
(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 Keep Pensacola Beautiful, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

✓ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

6/25/2020

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:
746601

Does it use a registered fictitious name: Yes or (No)

Names of Officers:
President: Lauren Glass
Vice President: Caia Bridgeford
Director: _____
Other: Sigrid Solgaard, Executive Director
Secretary: Angel Allen
Treasurer: Carol Duke
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

Keep Pensacola Beautiful, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: —
City, State, Zip: —

Street Address: 9 W. Blount St.
City, State, Zip: Pensacola, FL 32501

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
59-1863230
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Sigrid Solgard

E-Mail: Director@KeepPensacolaBeautiful.org **Telephone:** 850-438-1178
Facsimile: N/A

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Lauren Glass
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:

Board President

END

Verified by: _____ Date: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No X

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 6/26/20 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
746601

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
N/A

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
N/A

Person to Contact Concerning This Bid:

Name: Sigrid Solgard

Phone: 850-438-1178

E-Mail: Director@KeepPensacolaBeautiful.org

Person to Contact for Emergency Service:

Name: Patrick Stewart

Phone: 262-888-3744

E-Mail: Services@KeepPensacolaBeautiful.org

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be Substantially completed within **One hundred twenty (120)** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion. **Liquidated damages of $150 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Waste Management, PO Box 43410, Phoenix, AZ 85080

2.

3.

4.

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 26, 2020

To: All Known Prospective Bidders

Addendum Number 1:

RE: Clean-up of Parks and Boat Ramps

Solicitation Identification Number PD 19-20.067

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided:

Questions received from Bidder

1) Can you please clarify the requirements and wording on Page 9 regarding the "pre-existing non-exclusive franchise disposal agreement.
   a. This statement is currently in place on the ITB.
      i. "The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract."
   b. The following statement will be added to Page 11.
      i. Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.
   c. The following statement will be added to page 10.
      i. Non-Exclusive Long-Term Franchise Agreement for the Collection of Solid Waste (If a Subcontractor is used, indicate on p.11.)
      Date of Issuance 10/2016
2) Can you provide the expected schedule for service mentioned in the meeting today in order to plan and budget for route services.
   a. Please see the example of a regular trash schedule on Vendor Registry (Filename PD 19-20.067 Clean-up of Parks and Boat Ramps - Trash Schedule – October). This is an October schedule; this is non-peak month. This is a good example of the base route before any changes in the summer.

3) Perdido kids park requires service 3x/wk for cans but 4x/wk for RR's. All other RR's services match the barrel service. Can this be modified to match as well as PKP is such a high volume location anyway.
    a. The Perdido Kid's park trash collection should match the restroom service. This was a typo on the list provided.

REVISIONS

The following revision are made to the Invitation To Bid:

1. Page 20 – The requirement for Performance and Payments Bonds has been deleted.
2. Page 21 – The Completion Requirement and Liquidated Damages requirement have been deleted.
3. Bid due Date is Wednesday, July 1, 2020, 1:00 PM CDT.

The following documents are available on Vendor Registry:

1. PD 19-20.067 Clean-up of Parks and Boat Ramps ITB – Rev A, and
2. PD 19-20.067 Clean-up of Parks and Boat Ramps - Trash Schedule – October.

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 you having received same. You may photo-copy for your record.

Sincerely,

Buzz Roggenbuck
Senior Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:
SIGNED: _____
COMPANY: Keep Pensacola Beautiful

State of Florida
Department of State

I certify from the records of this office that KEEP PENSACOLA BEAUTIFUL, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1979.

The document number of this corporation is 746601.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 15, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2020



Secretary of State

Tracking Number: 0087325733CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 19-20.067
	Solicitation Name:	Cleanup of Parks and Boat Ramps
Bid Opening Time:	1:00 PM, CDT	
Bid Opening Date:	7/1/2020	
Bid Opening Location:	Rm 11.108	

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Bid	
									Per Barrel	Restroom Service
Cyclone National, LLC	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$6.95	$ 39.50
Keep Pensacola Beautiful, Inc.	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$5.50	$ 33.50
Gulf Coast Environmental Contractors, Inc.	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$7.00	$ 65.00
Morris and Morris Landscaping	Yes	None	Yes	Yes	Yes	Yes	Yes	Yes	$7.50	$ 65.00
Emerald Coast Grass Co., LLC	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$7.75	$ 45.00
Salute Their Service Lawn Care, LLC	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$2.75	$ 180.00
Green View Turf Maintenance	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$13.00	$ 125.00

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Keep Pensacola Beautiful, Inc. per the terms and conditions of PD 19-20.067, Clean-up of Parks and Boat Ramps in the amount of $ 188,638.00.

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.

AGREEMENT RELATING TO MAINTENANCE OF COUNTY PARKS AND BOAT RAMPS (P.D. 19-20.067)

THIS AGREEMENT is made 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, Suite 420, Pensacola, FL 32502, and Keep Pensacola Beautiful, Inc. (hereinafter referred to as "Contractor"), a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-1863230, whose principal address is 9 West Blount Street, Pensacola, Florida 32501.

WITNESSETH:

WHEREAS, on June 12, 2020, the County issued an Invitation to Bid (P.D. 19-20.067) seeking a contractor to perform waste collection and disposal and restroom maintenance for County parks and boat ramps at various locations throughout Escambia County; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms up to a maximum of thirty-six (36) months. The County shall provide written notice of the desire to renew or extend the Agreement at least thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bid, Clean-Up of Parks and Boat Ramps, Specification No. P.D. 19-20.067,* attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor at a rate of $5.50 per barrel and $33.50 per restroom in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court

Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) 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.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To:	Keep Pensacola Beautiful, Inc. Attention: Sigrid Solgard 9 West Blount Street Pensacola, Florida 32501	Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to

disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-21-2020

CONTRACTOR: KEEP PENSACOLA BEAUTIFUL, INC.

By: _____
Lauren Glass, President

Date: _____

_____
Corporate Secretary

[SEAL]

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION NUMBER PD 19-20.067 Rev A

BIDS WILL BE RECEIVED UNTIL 1:00 PM, CDT, July 1, 2020

Office of Purchasing,
Matt Langley Bell, III Building Room 11.101
213 Palafox Place, Pensacola, FL 32502

A Mandatory Pre-Solicitation Conference will be held in the Parks and Recreation Conference Room, 1651 E. Nine Mile Road at 10 AM and 2 PM CDT, June 24, 2020

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and

responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

   The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION NUMBER PD 19-20.067

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION NUMBER PD 19-20.067

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

CLEAN-UP OF PARKS AND BOAT RAMPS

Solicitation Number PD 19-20.067

Solicitation

MAILING DATE: June 12, 2020
PRE-SOLICITATION CONFERENCE: A Mandatory Pre-Solicitation Conference will be held in the Parks and Recreation Main Conference Room, 1651 E. Nine Mile Road. Pensacola, FL 32514, at 10 AM and 2 PM CDT, June 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, July 1, 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 _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Unit Cost

Cost per barrell **$** _____

Cost per Restroom Service **$** _____

Rates are to included all costs associated with contract requirements.

SCOPE OF WORK

Scope of Work

Escambia County Parks and Recreation Department is seeking the services of a contractor to provide the equipment, supplies and labor to perform the function of trash clean-up and dog waste stations waste removal and disposal for at least 75 recreational facilities. In addition, the contractor is to provide the cleaning and restocking service for at least 4 restroom facilities. The contractor must supply and stock all restroom supplies.

The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract.

The service requirements and facility locations are detailed in Exhibit “B” – Service Requirements and Exhibit “C” – Facility Locations in this solicitation.

THIS INVITATION TO BID HAS A MANDATORY PRE-BID MEETING SCHEDULED AS FOLLOWS:

ALL BIDDERS MUST BE PRESENT FOR AT LEAST ONE OF THE TWO MEETINGS.

DATE: June 24, 2020

TIME: 10:00 A.M. AND 2:00 PM

LOCATION: PARKS AND RECREATION DEPARTMENT

Main Conference Room

1651 E NINE MILE ROAD

PENSACOLA, FL 32514

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Non-Exclusive Long Term Franchise Agreement for the Collection of Solid Waste (If a Subcontractor is used, indicate on p.11.)

Date of Issuance _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of $500.00.

Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone: _____**
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be submitted electronically via the Vendor Registry website, or 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 19-20.067, "CLEAN-UP OF PARKS AND BOAT RAMPS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the outside of the air-bill, envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Drawings

N/A.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of $ 500.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation and Offer Form acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3a. Performance and Payment Bonds

N/A

4. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, at Abroggenbuck@myescambia.com . Last day for questions will be June 25, 2020 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. Electronic submittasls via the Vendor Registry website will be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Point

Not required

7. Liquidated Damages

N/A

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

9. Warranty

N/A

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner

and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages

for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   Pensacola, FL 32502
   Fax (850) 595-4806
   E-mail: abroggenbuck@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click FORM B: Construction to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B.
Section 2
Section 3
Section 4
Section 5
Section 6
Section 7 *A. Escambia County Department
221 Palafox Place
Pensacola, FL 32502
Attn: Buzz Roggenbuck
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.four (4) copies of each Application for Payment
*21.1 one (1) year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT A – Statement of Work

Scope of Work

Escambia County Parks and Recreation Department is seeking the services of a contractor to provide the equipment, supplies and labor to perform the function of trash clean-up and dog waste stations waste removal and disposal for at least 75 recreational facilities. In addition, the contractor is to provide the cleaning and restocking service for at least 4 restroom facilities. The contractor must supply and stock all restroom supplies.

The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract.

The service requirements and facility locations are detailed in Exhibit "B" – Service Requirements and Exhibit "C" – Facility Locations in this solicitation.

THIS INVITATION TO BID HAS A MANDATORY PRE-BID MEETING SCHEDULED AS FOLLOWS:

ALL BIDDERS MUST BE PRESENT FOR AT LEAST ONE OF THE TWO MEETINGS.

DATE: June 24, 2020

TIME: 10:00 A.M. AND 2:00 PM

LOCATION: PARKS AND RECREATION DEPARTMENT

Main Conference Room

1651 E NINE MILE ROAD

PENSACOLA, FL 32514

Exhibit B –
2020-2021 Escambia County Parks and Recreation Trash Removal Requirements and Notes

Trash and Dog Station Collection / Removal

1. All trash barrels will be collected from parks on the list provided once a week, up to 4 times per week as dictated on park list.

2. Trash collection schedule may be adjusted due to seasonal activities at individual parks, but only the Parks and Recreation Department can alter and request this collection adjustment.

3. The vendor shall be "ON CALL" to service parks within 12 hours, but in most circumstances within 6 hours of the call out.

4. In addition to trash collection from each barrel, the vendor will be required to pick up any litter, fallen trash, or debris within 30 ft of each barrel at each individual park, along with the pick up of any loose trash or debris in pavilions and/or playgrounds.

5. The vendor shall remove and replace trash bags in all containers at each scheduled visit. This is inclusive of dog trash bags at Dog Parks, which are included in the Parks list.

6. At the 3 Perdido Beach access areas, the public beach area must be cleaned at least 50 yards to the right and left of the walk-in line in order to clean the entirety of the public beach area.

7. The vendor shall report any misuse of barrels to the Parks and Recreation Supervisor.

8. The vendor shall report any potential safety issues immediately to the Parks manager via phone call or text messaging regardless of date or time.

Restroom Maintenance

1. The vendor shall be responsible for cleanup at the restroom facilities and restocking of restroom supplies inclusive of toilet paper, hand soap and paper towels at the Beulah Regional Park, Perdido Beach access, along with the Perdido Kids Park. These respective facilities must be serviced 3-4 times per week based on the season and will be dictated by the Parks and Recreation department.

2. The vendor shall provide all restroom cleaning supplies, toilet paper, along with paper towels for any restroom facility that is referenced on the list of parks. When cleaning, restrooms must be swept and restroom floors washed down, hand wash basins cleaned along with toilet fixtures, and mirrors cleaned with a cleaning solution. Products and supplies must be provided by the vendor.

Operating Requirements / Conditions

1. The vendor shall park their respective vehicles in a safe manner in designated spots when at parks. The vendor shall not take trucks or trailers into the interior areas of respective parks, but only to designated parking areas. No common park areas should be damaged by vendor vehicles. If this should occur, the vendor shall be responsible for immediate repair.

2. The vendor shall provide all correctly sized trash bags for respective park receptacles.

3. The county will supply vendor with doggie bags for the dog stations.

4. The vendor shall provide their own trucks, trailers, and any other equipment that may be needed.

5. The vendor shall provide their own gasoline and any other services and maintenance to their equipment.

6. The vendor shall provide their own vehicle registration and insurance.

7. The county shall not be responsible for any damages to the vendors equipment during trash collection or work performed within this specification.

8. The vendor shall receive payment from the county once per month, with required submittal of invoice from the vendor.

9. The vendor shall compensate their workers or employees at their own discretion.

10. The vendor shall dispose of all collected trash and debris in an Escambia County approved disposal manner at an approved location and the vendor shall be responsible for all dumping and tipping fees. Failure to comply with this will result in cancellation of respective contract and proper documentation.

	Parks	Address	City	Zip	Acres	# of Barrels	Dog Stations	Service/wk
46	Perdido Key 1 - Sandy Key	13549 Sandy Key Drive	Pensacola	32507	0.5	5		4
47	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	0.5	3		4
48	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	0.5	3		4
49	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	3	14		3
50	Quintette Community Center	2490 Quintette Lane	Cantonment	32533	2	6		1
51	Raymond Riddle	1704 N. 'W' Street	Pensacola	32505	5	7		1
52	Regency	8245 Fathom Road	Pensacola	32514	10	6	2	1
53	River Road Park	14484 River Road	Pensacola	32507	0.5	1	1	1
54	R.L. King/Bayou Marcus	7705 Lenora Street	Pensacola	32526	4	2		1
55	Santa Maria Plaza/Farm Hill	199 Madrid Road	Cantonment	32533	3	6		1
56	Shady Terrace	3708 Pompano Drive	Pensacola	32514	1.5	1		1
57	Shell Street	5550 Shell Street	Pensacola	32503	2	2		1
58	South Fairfield	End of South Fairfield	Pensacola	32507	1	2		3
59	Southwest Greenway Trail (by PSC)	198 Patton Drive	Pensacola	32507	-----	1		1
60	Southwest Greenway Trail	1131 Patton Drive	Pensacola	32507	-----	1		1
61	Southwest Greenway Trail	1190 Decatur Ave	Pensacola	32507	-----	1		1
62	SW Complex Playground	Bauer Road	Pensacola	32507	1	4		3
63	Tangen Heights	4810 Cochise Street	Pensacola	32526	1	1		1
64	Treasure Hills	12839 Beckstrom Road	Pensacola	32507	3.96	2		1
65	Tulip	4855 Tulip Drive	Pensacola	32506	2	1		1
66	Wedgewood Park	3420 Pinestead, Lot 1	Pensacola	32506	2	6		1
67	Western Mark (Diego Circle)	751 Massachusetts Avenue	Pensacola	32503	1	2		2
	Boat Ramps	Address	City	Zip	Acres	Barrel/wk		Service/wk
68	Bill Dickson Park & BR/ Bayou Grand	3151 Fenceline Road	Pensacola	32507	49	4	1	2
69	Coronado Boat Ramp	End of Coronado	Pensacola	32507	0.1	1		1
70	Galvez Boat Ramp	Off Innerarity Point Road	Pensacola	32507	0.5	6		3
71	Heron Bayou Boat Ramp	Blue Angle Pkwy & Dog Track Road	Pensacola	32507	0.5	1		1
72	Molino Boat Ramp	6698 Fairgrounds Road	Molino	32577	1.5	1		2
73	Mahogany Mills Boat Ramp	1200 Mahogany Mills Road	Pensacola	32507	2.93	13		2
74	Navy Point Boat Ramp	Grieve and Sunset Ave	Pensacola	32507	2	7		3
75	Pensacola Bay Fishing Bridge	1750 Bayfront Pkwy.	Pensacola	32501	-----	13		3
76	Perdido River Boat Ramp/Wilson Robertson	11800 Mobile Hwy	Pensacola	32526	7.3	4		2
	Restroom Facilities	Address	City	Zip	Acres			Service/wk
1	Beulah Regional Park	7820 Mobile Hwy (west of Eq Center)	Pensacola	32526	N/A			2
2	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	N/A			4
3	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	N/A			4
4	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	N/A			4

Parks and Recreation Clean-Up of Parks and Boat Ramps Specifications

	Parks	Address	City	Zip	Acres	# of Barrels	Dog Stations	Service/wk
1	Aero Vista	120 Marine Drive	Pensacola	32507	1	4		1
2	Aviation Field	2900 Miller Street	Pensacola	32503	2	3		1
3	Avondale	6809 Vestavia Lane	Pensacola	32526	8	4		1
4	Barrineau Park & Community Center	6055 Barrineau Park School Rd.	Molino	32577	3	1		1
5	Beulah Community Center	7425 Woodside Road	Pensacola	32526	5	1		1
6	Beulah Regional Park	7820 Mobile Hwy (west of Eq Center)	Pensacola	32526	8	7	1	2
7	Bratt/ Travis Nelson	4525 West Hwy. 4	Bratt	32535	40	5		1
8	Brentwood	4905 N. Palafox Street	Pensacola	32505	3	6		2
9	Bristol	5311 Bristol Avenue	Pensacola	32505	3	6		2
10	Brownsville	3200 W. DeSoto St	Pensacola	32505	-----	2		1
11	Byrneville	1707 Highway 4-A	Century	32535	4	7		1
12	Carriage Hills/Charbar	1810 Broyhill Drive	Pensacola	32526	1.5	2		1
13	Carver	208 Webb Street	Cantonment	32533	2	8		2
14	Chimes Way	5002 Chimes Way	Pensacola	32505	3	4		2
15	Civitan Neighborhood Park	404 2nd Street	Pensacola	32507	2	4		1
16	Corry I	120 Manchester Street	Pensacola	32507	2	4		1
17	Davisville Community Center Park	10200 S. Hwy. 97	Davisville	32535	3	1		1
18	Dorrie Miller	2819 Miller Street	Pensacola	32503	4	1		1
19	Ebonwood/Oakcrest Elem	3511 Scott Street	Pensacola	32503	5	3		2
20	Englewood Community Center	1250 Leonard Street	Pensacola	32501	3	7		2
21	Garcon Bayou Nature Park	55 Doug Ford Drive	Pensacola	32507	18	4		1
22	Gene Pickerill/Sherwood	18 Gamwell Road	Pensacola	32506	2	3		1
23	Glynn Key Boardwalk	402 N Navy Blvd	Pensacola	32507	-----	3		1
24	Harvester Homes I	430 Belmont Street	Cantonment	32533	0.5	2		1
25	Harvester Homes I I	404 Lakewood Drive	Cantonment	32533	0.5	1		1
26	Jack Reddix/Falcon/Oakcliff	Falcon & Oakcliff	Pensacola	32526	1	1		1
27	Jaunita Williams	505 Edgewater Drive	Pensacola	32507	2	5		1
28	Johnson Beach Road	Johnson Beach Road	Perdido Key	32507	-----	2		1
29	Lakewood	670 Lakewood Road	Pensacola	32507	2	2		1
30	Lexington Terrace Regional Park	900 S. Corry Field Road	Pensacola	32507	38	10		2
31	Lincoln Park	7865 Aaron Drive	Pensacola	32534	3	4		1
32	Marie Ella Davis Park & CC	16 Raymond Street	Pensacola	32507	3	4		1
33	Mayfair I Community Center	50 S. Garfield	Pensacola	32505	5	5		1
34	Max Dickson	1102 Paulding Road	Pensacola	32507	3	6		1
35	Meadowbrook I	3 Adkinson Drive	Pensacola	32506	3	3		1
36	Molino/ Fairgrounds	6698 Fairgrounds Road	Molino	32577	1.5	4		1
37	Molino Community Center Park	6450 Highway 95-A N.	Molino	32577	-----	3		1
38	Navy Point Linear Park - Waterfront	Baublitts/Syrcle Drive/Gibbs	Pensacola	32507	60	25	8	2
39	O'Connor - Colling Community Park	552 Batton Blvd.	Pensacola	32507	30	6		1
40	Oak Grove	Hwy. 99 & Gobbler Road	Walnut Hill	32535	2	3		1
41	Oakcrest	220 Topaz Avenue	Pensacola	32505	1.5	2		1
42	Oakfield Acres I	6124 Confederate Drive	Pensacola	32503	3	3		1
43	Observation Park	End of Olde Barrancas	Pensacola	32507	-----	2		1
44	Old Ensley School	107 E. Detroit Blvd.	Pensacola	32534	1.5	2		1
45	Osceola I	302 Comanche Trail	Pensacola	32506	1.5	2		1

Paul R. Nobles/Purchasing
Manager

June 26, 2020

To: All Known Prospective Bidders

Addendum Number 1:

RE: Clean-up of Parks and Boat Ramps

Solicitation Identification Number PD 19-20.067

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided:

Questions received from Bidder

1) Can you please clarify the requirements and wording on Page 9 regarding the "pre-existing non-exclusive franchise disposal agreement.
    - **a.** This statement is currently in place on the ITB.
        - i. "The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract."
    - b. The following statement will be added to Page 11.
        - i. Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.
    - c. The following statement will be added to page 10.
        - i. Non-Exclusive Long-Term Franchise Agreement for the Collection of Solid Waste (If a Subcontractor is used, indicate on p.11.)
          Date of Issuance _____
2) Can you provide the expected schedule for service mentioned in the meeting today in order to plan and budget for route services.
    - a. Please see the example of a regular trash schedule on Vendor Registry (Filename PD 19-20.067 Clean-up of Parks and Boat Ramps - Trash Schedule – October). This is an October schedule; this is non-peak month. This is a good example of the base route before any changes in the summer.

3) Perdido kids park requires service 3x/wk for cans but 4x/wk for RR's. All other RR's services match the barrel service. Can this be modified to match as well as PKP is such a high volume location anyway.
    a. The Perdido Kid's park trash collection should match the restroom service. This was a typo on the list provided.

REVISIONS

The following revision are made to the Invitation To Bid:

1. Page 20 – The requirement for Performance and Payments Bonds has been deleted.
2. Page 21 – The Completion Requirement and Liquidated Damages requirement have been deleted.
3. Bid due Date is Wednesday, July 1, 2020, 1:00 PM CDT.

The following documents are available on Vendor Registry:

1. PD 19-20.067 Clean-up of Parks and Boat Ramps ITB – Rev A, and
2. PD 19-20.067 Clean-up of Parks and Boat Ramps - Trash Schedule – October.

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 you having received same. You may photo-copy for your record.

Sincerely,

Buzz Roggenbuck
Senior Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:
SIGNED: _____
COMPANY: _____

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

CLEAN-UP OF PARKS AND BOAT RAMPS

Solicitation Number PD 19-20.067

Solicitation

MAILING DATE: June 12, 2020
PRE-SOLICITATION CONFERENCE: A Mandatory Pre-Solicitation Conference will be held in the Parks and Recreation Main Conference Room, 1651 E. Nine Mile Road. Pensacola, FL 32514, at 10 AM and 2 PM CDT, June 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, June 29, 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: 59-1863230

Delivery Date will be 1 **days after receipt of purchase order**

Terms of Payment Monthly Invoice

Reason for No Offer —

Vendor Name: Keep Pensacola Beautiful, Inc.
Address: 9 W. Blount St.
City, ST. & Zip: Pensacola, FL 32501
Phone: (850) 438-1178
Toll Free: (___) —
Fax: (___) —

Bid Bond Attached: $ 500.00

Signrid Solgard, Exec. Director
(Name and Title of Person Authorized to Sign Offer)

* [signature]
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Unit Cost

Cost per barrell $ 5.50

Cost per Restroom Service $ 33.50

Rates are to included all costs associated with contract requirements.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18318 **County Administrator's Report 12. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract Award for County Abatement of 9050 Pensacola Blvd.
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the County Abatement of 9050 Pensacola Boulevard Project - Chips Kirschenfeld, Director, Natural Resources Management through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and BR Bonners Hauling, Inc., per the terms and conditions of PD 19-20.064, County Abatement of 9050 Pensacola Boulevard.

Vendor/Contractor	Funding	Amount	Contract Number
BR Bonners Hauling, Inc.	Fund 103, Code Enforcement, Cost Center 220110, Object Code 53401	$40,000	PD 19-20.064

BACKGROUND:

The property located at 9050 Pensacola Boulevard is a vacant parcel that has been owned by Tornado Fence Company since 2001 and became a source of nuisance complaints which are affecting the neighboring commercial properties. A Notice of Violation (CE18115661) was issued on November 26, 2018. This property is located just to the north of the Walmart Store, and strip center located at 8970 Pensacola Boulevard, the north side of the parcel abuts Wesco Gas & Welding Supply, 9040 Pensacola Boulevard, and is centered between Pensacola Boulevard to the west and Old Palafox to the east.

The property is not being maintained in accordance with the nuisance codes 42-196(a), (b), (c), and (d). There are several tons of old fencing, household garbage, household items, inoperable vehicles, equipment, overgrowth, and other

solid waste nuisance conditions. Escambia County Fire has responded numerous times for illegal burning. The fact that this property borders Wesco Gas & Welding Supply has become a serious hazard to this area.

After proper notices and due process, the owners of the property were noticed to appear before the Special Magistrate, and ordered to comply with all cited conditions, otherwise face fines and costs. No representative from Tornado Fence Company appeared at the hearing, and they have failed to make any attempts to clear the violations, or contact the Office of Code Enforcement. A Special Magistrate Order was issued on April 2, 2019, regarding the nuisance conditions. The property continues to worsen since the investigation began.

Escambia County Code Enforcement has elected to solicit contractor pricing in order to take action to bring the parcel into compliance, as provided in the Special Magistrate Order. The Contract will consist of removal and legal disposal of all contributing conditions. The cost of the cleanup, along with daily fines that began on April 3, 2019, at $100 per day and court fee of $235, will be filed as a lien on the parcel after it is abated.

An Invitation to Bid for PD 19-20.064, County Abatement of 9050 Pensacola Boulevard, was publicly noticed to 197 firms via Vendor Registry on June 12, 2020. A Mandatory Pre-bid meeting was conducted at the job site on June 18, 2020, with nine firms attending. Two bids were received. BR Bonners Hauling, Inc., was the lowest responsive bid received.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Project Number
BR Bonners Hauling, Inc.	Fund 103, Code Enforcement, Cost Center 220110, Object Code 53401	$40,000	PD 19-20.064

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard Agreement Form B Construction.

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 Standard Form of Contract, Form B, Construction as well as the Purchase Order.

Attachments

Solicitation
Public Notice of Award
Recorded Order
Site Photos
Notice of Violation
Checklist
Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS Rev A

COUNTY ABATEMENT OF 9050 PENSACOLA BLVD.
SPECIFICATION NUMBER PD 19-20.064

BIDS WILL BE RECEIVED UNTIL 3:00 PM, CDT, June 29, 2020

Office of Purchasing,
Matt Langley Bell, III Building Room 11.101
213 Palafox Place, Pensacola, FL 32502

A Mandatory Pre-Solicitation Conference will be held at the Job Site, Meet at 9006 Pensacola Boulevard at 10:00 AM CDT, June 18, 2020

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and

responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COUNTY ABATEMENT OF 9050 PENSACOLA BLVD.
SPECIFICATION NUMBER PD 19-20.064

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

COUNTY ABATEMENT OF 9050 PENSACOLA BLVD.
SPECIFICATION NUMBER PD 19-20.064

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	11
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Special Terms and Conditions	18
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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

COUNTY ABATEMENT OF 9050 PENSACOLA BLVD.

Solicitation Number PD 19-20.064

Solicitation

MAILING DATE: June 12, 2020
PRE-SOLICITATION CONFERENCE: A Mandatory Pre-Solicitation Conference will be held at the job site in the parking lot of 9006 Pensacola Blvd, Pensacola, FL 32534, at 10 AM CDT, June 18, 2020.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, June 29, 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: (____) _____

Terms of Payment

_____

Reason for No Offer

_____

Bid Bond Attached:

$_____

_____
(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.***

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.

Bid Form

Total Bid $_____

SCOPE OF WORK

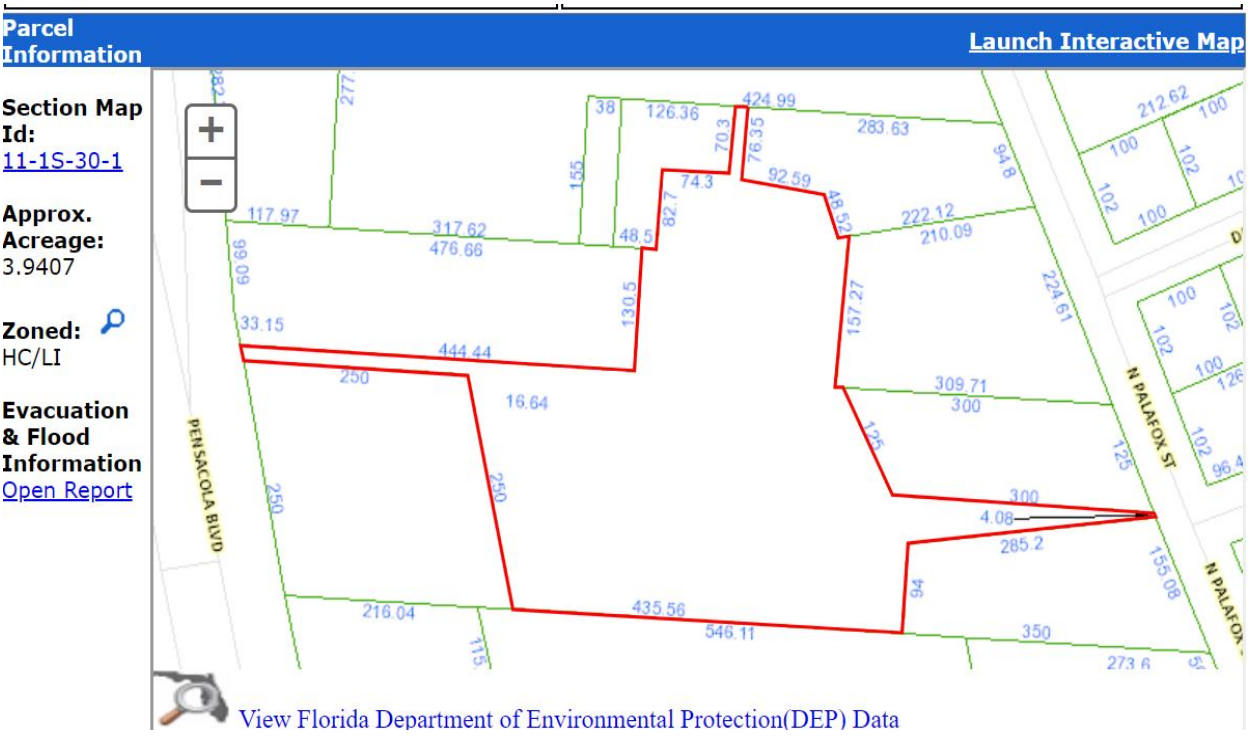
PROPERTY LOCATION: 9050 PENSACOLA BLVD

Scope:

Complete removal and legal disposal of all nuisance trash, debris, household garbage, and household items, appliances, piles of wood fencing on ground, and on trailers, removal of all overgrowth. Bus, trailers, heavy equipment to be removed by Code Enforcement with a tow company vendor.

A Mandatory site vist will be conducted for prospective Bidders on Thursday, June 19, 2020 at 10 AM CDT. This visit is REQUIRED for all Prospective Bidders. All prospective Bidders are requested to register to attend the site vist by contacting the Office of Purchasing, Buzz Roggenbuck 850-595-4895 abroggenbuck@myescambia.com by COB Tuesday, June 16, 2020. The site is currently private property and no one is allowed to access the site without an Escambia County representative escort.

All work shall be Substantially completed within forty five (45) days after Notice to Proceed. Final Completion shall be within fifteen (15) days of Substantial Completion for a total of sixty (60) days after Notice to Proceed..



If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be Substantially completed within **One hundred twenty (120)** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion. **Liquidated damages of $150 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be submitted electronicall via the Vendor Registry website, or 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 19-20.064, "County Abatement of 9050 Pensacola Blvd.", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the outside of the air-bill, envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Drawings

N/A.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation and Offer Form acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Performance and Payment Bonds

The County **will** require the successful offeror(s) to furnish **separate performance and**

payment bonds, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, at Abroggenbuck@myescambia.com . Last day for questions will be June 23, 2020 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. Electronic submittasls via the Vendor Registry website will be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Point

Not required

7. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of $100.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

9. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement,

contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   Pensacola, FL 32502
   Fax (850) 595-4806
   E-mail: abroggenbuck@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click FORM B: Construction to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B.
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 45 calendar days
Fully Complete and ready for Final Inspection in 60 calendar days total
*B. Liquidated Damages at $100.00 for each calendar day
Section 6
Section 7 *A. Escambia County Department
221 Palafox Place
Pensacola, FL 32502
Attn: Buzz Roggenbuck
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.four (4) copies of each Application for Payment
*21.1 one (1) year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

Public Notice of Receommended Award

Bid Tabulation	Solicitation Number:	PD 19-20.064
	Solicitation Name:	County Abatement of 9050 Pensacola Blvd.
Bid Opening Time:	3:00 PM, CDT	
Bid Opening Date:	6/29/2020	
Bid Opening Location:	Rm 11.108	

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Bid
BR Bonners Hauling, Inc.	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$40,000.00
Larry Gates Construction	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$45,000.00

Bids Opened By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	6/29/2020	**Status:**			
Bids Tabulated By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	6/29/2020	**Under Review**			
Bids Witnessed By:	Lawrence Gordon, Purchasing Specialist	**Date:**	6/29/2020	**CAR Date:**	07/27/20	**BOCC Date:**	08/06/20

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and BR Bonners Hauling, Inc. per the terms and conditions of PD 19-20-064, County Abatement of 9050 Pensacola Blvd. in the amount of $ 40,000.00.

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.

Posted: July 20, 2020		**Form Completed By: ABR**

Recorded in Public Records 3/18/2019 2:59 PM OR Book 8063 Page 679, Instrument #2019023809, Pam Childers 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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE18115661N
LOCATION: 9050 PENSACOLA BLVD
PR#: 111S301101011340

VS.

~~**STILLWATER, AARON**~~
~~**3325 S HWY 97**~~
~~**CANTONMENT, FL 32533**~~

Tornado Fence Inc
1410 N 11th St
Pensacola, FL 32505

RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, None, 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

BK: 8063 PG: 680

☐ 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 Chapter 3 Commericial in residential and non-permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign Row

☐ LDC Sec 4-7.9 Outdoor Storage_____

☐ Other_____

☐ Other_____

☐ Other_____

☐ Other_____

☐ Other_____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT** shall have until April 2, **2019** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

☐

BK: 8063 PG: 681

☑ 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

☐ 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 _____

BK: 8063 PG: 682

If you fail to fully correct the violation within the time required, you will be assessed a fine of $100.00 per day, commencing April 3, 2019. 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. Pursuant to Escambia County Resolution R2017-132, costs in the amount of $235.00 are awarded in favor of Escambia County as the prevailing party against TORNADO, FENCE INC.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec.162.09 (1), Fla. Stat., 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.

BK: 8063 PG: 683 Last Page

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

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

DONE AND ORDERED at Escambia County, Florida on the 7th day of May, 2019.

John B. Trawick
Special Magistrate
Office of Environmental Enforcement


04/27/2020 12:24


04/27/2020 12:24


04/27/2020 12:24


04/27/2020 12:24


04/27/2020 12:25


04/27/2020 12:25


04/27/2020 12:25


04/27/2020 12:25


04/27/2020 12:26


04/27/2020 12:26


04/27/2020 12:32


04/27/2020 12:32

Date of Issuance

11/26/2018

Escambia County

Office of Environmental Enforcement
Escambia County Central Office Complex
3363 West Park Place, Pensacola, FL 32505
PHONE: (850) 595-1820 FAX: (850) 595-0149

Case Number

CE18115661

NOTICE OF VIOLATION

At (Location): PR: 111S301101011340
9050 PENSACOLA BLVD PENSACOLA, FL

Zipcode
32534

Respondent: TORNADO, FENCE INC
Address: 1410 N W ST
PENSACOLA, FL 32505

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

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

Ordinance Description

Violation 1 Sec. 42-196 (a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans.Sec. 42-197 Method of abatement: (a) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.

Violation 2 Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;Sec. 42-197 Method of abatement: (a) Complete removal of all contributing conditions

Officer Comments

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

(B) Remove all trash and debris from the property and dispose of it properly. Maintain the property in a clean condition to avoid further enforcement action.

Contact E. Brown at elbrown@myescambia.com or 850-382-1664 upon compliance or with questions regarding this notice.

THIS VIOLATION QUALIFIES FOR SUMMARY ABATEMENT: Under Section 42-165 of the Escambia County Code of Ordinances: Nuisance abatement municipal services benefit unit: (a) Municipal services benefit unit created. The county board of county commissioners hereby creates the nuisance abatement municipal services benefit unit for the purpose of recovering nuisance abatement costs from those properties specially benefited from the expenditure of county funds for nuisance abatement pursuant to section 42-164 of this chapter. The unit shall include all property located in the unincorporated area of Escambia County.



Signature of Officer: Ethan Brown #674
elbrown@myescambia.com
(850) 595-1823

Signature of Respondent

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: County Abatement 9050 Pensacola Blvd

Bid Number: PD 19-20.064

Opening Date/Time: 06/29/2020 3:00 PM CDT

Purchasing Agent: Buzz Roggenbuck

Client Department: Environmental Code Enforcement Dept. Director/Designee: J. Taylor "Chips" Kirschenfeld

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition # N/A

Fund: Fund 103 Code Enforcement, Cost Center 220110, Object Code 53401

Project # N/A

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award Contract to **B.R. Bonners Hauling, Inc.**, in the amount of $ 40,000.00

Unit Price Extensions Checked by: Susan R. Holt, Accounting Manager
(Signature) Susan R Holt (Date) 7/17/2020

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes X No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

BR Bonners Hauling, Inc.

FORM B: Construction

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT
FORM B

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA

AND
B. R. Bonner Hauling, Inc.

FOR
PD 19-20.064 County Abatement of 9050 Pensacola Blvd.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with BR Bonners Hauling, Inc. .a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.064 County Abatement of 9050 Pensacola Blvd. ("Project"), as said Work is set forth in the Plans and Specifications prepared by Escambia Ciunty and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to one (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$ 40,000.00
Forty Thousand dollars

SECTION 4. BONDS

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holder’s surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within forty-five (45) calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within sixty (60) calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$ 100.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment

Exhibit F: Form of Change Order
Exhibit G: Supplemental Terms and Conditions
Exhibit H: Plans and Specifications prepared by County and Identified as follows:
Exhibit I: Technical Specifications
Exhibit J: Standard Details

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Escambia County
Natural Resources Management, Code Enforcement
3363 West Park Place
Pensacola, FL 32505
Attention: Melissa Reber

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

BR Bonners Hauling, Inc.
10231 Walbridge Street
Pensacola, FL 32534S
ATTENTION: Brandon Bonner

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of the Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and BR Bonners Hauling, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:_____

WITNESS: _____

By:_____
Janice P. Gilley
County Administrator

Date:_____

BCC Approved**:** August 6, 2020

CONTRACTOR:
BR Bonners Hauling, Inc., A Florida Corporation authorized to do business in the State of Florida

By:_____
Brandon Bonner, President

Its: President

ATTEST: Corporate Secretary

By:_____
Secretary

[CORPORATE SEAL]

Date:_____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary

service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor. **[NOTE: FOR LARGER PROJECTS, THROUGH THE SUPPLEMENTAL CONDITIONS OR TECHNICAL SPECIFICATIONS, COUNTY MAY WISH TO EXPAND UPON THE LEVEL OF DETAIL REQUIRED FOR THE PROJECT SCHEDULE.]**

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving

notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating

probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance

of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48)

hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney’s and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor’s obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County’s negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney’s fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior

to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for

and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) 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 (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines

that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items 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.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County,

including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a 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 Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year(s) after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

Section 22. TESTS AND INSPECTIONS

22.1. County, 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 the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work

has been rejected by County, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary

precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS

1.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including

employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck
Office of Purchasing
213 S. Palafox Place
Pensacola, FL 32502
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be

encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18314 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Contract Award for Woodrun Bridge Replacement & Drainage Improvements Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Woodrun Bridge Replacement and Drainage Improvements Project - Joy Jones, P.E., Engineering Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Rebol-Battle and Associates, LLC, per the terms and conditions of PD 18-19.080, Woodrun Bridge Replacement and Drainage Improvements Project, in the amount of $181,133.82.

Vendor/Contractor	Funding	Amount	Contract Number
Rebol-Battle & Associates, LLC	Fund Name: LOST IV, Fund Number 353, Cost Center 210106, Object Code 56301 Project # 19EN0515	$181,133.82	PD 18-19.080

The Request for Letters of Interest for PD 18-09.080, Woodrun Bridge Replacement and Drainage Improvement Project, was submitted via Government Forms Software to 145 firms on July 10, 2019. Responses were received from four firms and the selection committee ranked the three short-listed firms in the following order:

1. Rebol-Battle & Associates, LLC;
2. Volkert. Inc.; and
3. American Consulting Engineers of Florida, LLC.

Negotiations were conducted with the number one ranked firm. Final Negotiations were conducted on June 25, 2020, resulting in a Best and Final offer of $107,535.48 for Base Services, $73,598.34 for Optional Services, Contract Total $181,133.82.

BACKGROUND:

Woodrun Bridge Replacement:
Woodrun Subdivision was built in the early 1970's with public rights-of-way and public drainage easements and includes County-owned land for portions of Thompson Bayou. Access to the Subdivision is limited to one entry/exit point via Woodrun Road at Nine Mile Road. There are three bridges in the Woodrun Subdivision; two are state inspected bridges (484083) (484084) and one is a County inspected short span bridge (484085). The project will replace one bridge which overtops frequently, bridge 484084, with a bridge designed to meet the 100-year storm criteria within the Land Development Code.

Roadway elevations at the bridge will be adjusted to reduce overtopping. A hydraulic analysis of all three bridges within the subdivision will be provided. Utilities near the bridge will be relocated and associated roadway drainage improvements will be considered.

A&E services will provide for public input, construction plan preparation, permitting, estimates, bidding assistance, limited construction assistance, and as-built certification. The County will provide for the associated surveying services for the project, including the initial data collection for design, preparation of easement descriptions, and sketches for easement acquisition, if any are needed.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Rebol-Battle & Associates, LLC	Fund Name: LOST IV, Fund Number 353, Cost Center 210106, Object Code 56301 Project # 19EN0515	$181,133.82	PD 18-19.080

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard Form of Contract, Form G, Consulting Services for Stand-alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Standard Form of Contract, Form G, Consulting Services for Stand Alone Projects, as well as the Purchase Order.

Attachments

Agreement
RLI
Final Ranking
Bid Distribution List
Bid LOI

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Rebol-Battle & Associates, LLC

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of August, 2020, 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 Rebol-Battle & Associates, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 2301 N. 9th Avenue, Pensacola, Florida, 32503 and whose Federal tax identification number is 14-1880334 (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: Rebol-Battle & Associates, LLC 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 Derek Fox, Senior Engineering Project Coordinator, Escambia County Engineering Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 18-19.080, Woodrun Bridge Replacements & Drainage Improvements Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 19-20 in the amount of One Hundred Eighty-One Thousand, One Hundred Thirty Three Dollars and eighty-two cents ($ 181,133.82) for this Project. As shown in Exhibit "A", One Hundred Seven Thousand, Five Hundred Thirty-Five Dollars and forty-eight cents ($107,535.48) will be for basic design services, and Seventy-Three Thousand, Five Hundred Ninety-eight Dollars and thirty-four cents ($73,598.34) will be for optional design services as determined by the Contract Administrator.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 18-19.080, Woodrun Bridge Replacements & Drainage Improvements Project, and as represented in the Consultant's Letter of Interest response to PD 18-19.080, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $1,200,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Eighty-one Thousand, One Hundred Thirty-three Dollars and eighty-two cents ($ 181,133.82). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Rebol-Battle & Associates, LLC
2301 N. 9th Avenue, Suite 300
Pensacola, FL 32503

(d) Invoices to the County shall be sent to:

Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505
Attn: Derek Fox

Notices to the County shall be sent to:

Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502
Attn: Janice P. Gilley

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Buzz Roggenbuck, Sr. Purchasing Coordinator, 213 S. 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.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Rebol-Battle & Associates, LLC, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: October 28, 2019

CONSULTANT:
Rebol-Battle & Associates, LLC, a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Paul Battle, P.E.–Principal/ Managing Member

By: _____ Date _____
Secretary

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

Project Understanding / Approach / Scope Clarification

Escambia County – Engineering Department
Woodrun Bridge Replacement & Drainage Improvements
Solicitation No.: PD 18-19.080
6/25/2020

Rebol-Battle & Associates (RBA) proposes to provide engineering, permitting, and environmental services to develop construction plans for the Woodrun Subdivision Bridge Replacement and Drainage Improvements.

This document will serve as clarification to the Scope of Service contained in the PD 18-19.080 RLI Information Package. The project is to replace one of the three existing bridges with a bridge that attempts to meet the 100-year criteria. Additionally, a hydraulic analysis of all three bridges within the subdivision will be completed. It is anticipated that the existing roadway approaches to the bridge will need to be adjusted, utilities relocated, and roadway drainage updated. A qualitative assessment to evaluate the potential enhancements to the receiving stream will be included as part of the bridge replacement and will be implemented where feasible and practical. Additionally, public outreach and coordination of the bridge closure will be included in our services.

Task 1 – Data Collection
Data collection includes a detailed review and compilation of existing background data and documents available for the project area which will be used in the design.

a) Review of Drainage Study Report for Scenic Hills Basin and Bridge Inspection Reports
b) Attend public meetings with residents to receive input from the residents regarding drainage and construction access
c) Meet with Engineering Department and Public Works Department staff for input or maintenance and historical complaints.
d) Coordinate with County Surveyor and staff for the surveying data for project.
e) Drainage and Hydraulics – The hydraulics opening for each of the bridge locations will be based on the original Scenic Hills Basin Study. The Study provided the 100-year flood stage elevation based on a proposed box culvert size. These recommendations will be utilized to provide the County and the Contractor with the minimum road elevations and hydraulic openings at each of the stream crossings.
f) Structures - Select bridge design parameters for the replacement bridge BIN 484084. Prepare a bridge Typical Section, identify minimum vertical clearance and required hydraulic opening. Prepare a preliminary construction sequence to identify required maintenance of traffic during construction. Send preliminary bridge information to a prefabricated bridge company to request preliminary structural design and cost estimates to be included in the plans. Design and produce foundation plans for the bridge type which is selected by the county.
g) Geotechnical - The Consultant will be responsible for the bridge foundation and general Pavement Design recommendations, as well as all necessary Geotechnical Activities associated with this project. The Consultant shall, be responsible for a complete geotechnical investigation. The Consultant shall be responsible for the coordination of all geotechnical related

fieldwork activities. The Consultant shall retain all samples until acceptance of final plans. All testing and classification will be performed in accordance with applicable County standards, ASTM Standards or AASHTO Standards, and the Florida Department of Transportation Soils and Foundations Handbook, unless otherwise specified. The Consultant shall develop a detailed boring location plan and meet with the County, if requested, for boring plan approval. Auger borings with water table readings, Standard Penetration Test (SPT) borings with water table readings and SPT borings for bridge decks, shall be performed, as applicable. The Consultant shall stake borings and cores and obtain utility clearance. Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses. The Consultant shall review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design. The evaluation, selection, detailed analysis and basis of the selected foundation alternative shall be provided in a Geotechnical Report and the BDR. The Consultant shall draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans. The Consultant shall prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans and Final Geotechnical Report. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

h) Traffic Control - Develop traffic control plans to allow Woodrun Road to remain open during construction.
i) Environmental - Provide for all required regulatory permitting, including permit fee allowances.
j) Conduct utility coordination, and plans-in-hand walk through with utility companies. Sue data will be done be Rebol-Battle & Associates as needed. Full SUE data will NOT be performed.
k) Develop 30%, 60% and final plans for each project phase for review by County.

Task 1 Total - $21,295.99

Task 2 – Surveying
Not included. Surveying will be provided by Escambia County.

Task 2 Total - $0

Task 3 – 30% Design
At the completion of data collection 30% preliminary plans will be developed. The submittal will be consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, drainage map, typical sections, project details, project layout, roadway plan/profile, bridge sections and profiles, cross sections, and SWPPP. Prior to submittal, an internal 30% QA/QC will be performed by an engineer not associated with the design of the project.

Task 3 Total - $22,401.38

Task 4 – Public Involvement
RBA will provide drawings, questionnaires, and attend a project workshop with the home owners association after the 30% design phase to obtain public feedback on the proposed plans.

Task 4 Total - $5,417.27

Task 5 – 60% Design
Once Task 4, public involvement is complete, the 60% design will begin. This task includes addressing any comments received by during the home owners meeting and Escambia County during the 30% review process. This task will allow design progression from 30% to 60%. Upon completion of this task, 60% design plans will be provided that are consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, summary of quantities, project details, completed project layout, roadway plan/profile, bridge sections and profiles, bridge details, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 60% cost estimate will also be provided. Prior to submittal, an internal 60% QA/QC will be performed by an engineer not associated with the design of the project.

Task 5 Total - $23,869.30

Task 6 – Utility Coordination
Upon completion of the 30% design and 60% design, we will have a plans-in-hand walk through of the job with the utility providers for coordination of adjustments or relocations.

Task 6 Total - $3,263.39

Task 7 - Permitting
Permitting will include any required wetland, utility or infrastructure permitting that may be necessary for the project design through the regulatory agencies having jurisdiction.

Task 7 Total - $6,592.11

Task 8 – Final Design
Once all permitting and public involvement is completed, the Final design plans will be completed. This task will allow design progression from 60% to Final. This task includes addressing any comments received by Escambia County during the 60% review process. Upon completion of this task, Final design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include final key sheet, general notes, summary of quantities, project details, project layout, roadway plan/profile, bridge sections and profiles, bridge details, drainage structures, pavement markings and signage, cross sections, and SWPPP. A Final cost estimate will also be provided. Prior to submittal, an internal Final QA/QC will be performed by an engineer not associated with the design of the project.

Final construction plans, bid documents including the bid tabulation and technical specifications will be provided. These documents will then be subject to a CDR review by Escambia County. This task includes revisions as necessary to produce final plans ready for bidding based upon the CDR.

Task 8 Total - $15,600.98

Task 9 – Post Design Services
This task includes attending pre-bid meeting, addressing RFI's that may be received during bidding, attending the bid opening, and providing a certified bid tab. This task also includes providing an as-built drawing from the contractors' markups.

Task 9 Total - $9,095.06

OPTIONAL SERVICES

Task 10 – Construction Inspection – Optional Service
This task includes any construction administration and observations that may be required or requested by County staff. Items included are attendance at the pre-construction meeting, response to contractors RFI, shop drawing review, substantial completion inspection, final completion inspection, and permit certifications. If an as-built survey is desired or contractor markups are not provided, a fee for this service has been provided as an optional service under task 11.

Task 10 Total - $19,662.09

Task 11 – Misc. Optional Services
Although they are not anticipated, the following services may be necessary through design and construction of the project. Neither RBA nor its sub-consultants will proceed with any of these items unless an NTP is obtained from Escambia County.

- Additional public involvement services beyond the scope of task 4.

Task 11 Total - $2,886.34

Task 12 – Hydraulic Analysis - Optional Service
Mott MacDonald will develop a HEC-RAS model for the three bridge crossings and provide the minimum required hydraulic opening. Mott MacDonald will need to delineate basin areas, time of concentrations, storage nodes, and runoff coefficients. Mott MacDonald will prepare an abbreviated bridge hydraulic report (BHR), which will include all three bridge replacement locations. The County will provide any additional survey required for creation of the hydraulic model.

Task 12 Total - $51,049.91

Base Services Total - $107,535.48
Optional Services Total - $73,598.34
Contract Total - $181,133.82

Deliverables:

a) Project schedule in MS Project format
b) Provide geotechnical Reports on soil data
c) 30% conceptual design
d) Utility coordination/plans-in-hand walk through with utility companies following 60% submittal.
e) Cost estimates at 60% and Final.
f) All required permitting
g) Final plans with SUE and utility matrix (does not include structural superstructure plans)
h) Bid Package with bid tab and all bid documents, including final plans (Provide quantity tables and final cost estimate) required for bidding.
i) Tabulated bid tab of bids received
j) Released for construction plans
k) As-built certification

Mott MacDonald - Labor Fee

Prime Consultant

Sub-Consultant Fees

Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Gemini Engineering (Lump Sum)	Fees
		$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 130.00	$ 90.00	$ 140.00						
	BASIC SERVICES														
TASK 1 -30															
	Traffic Control		24												3,360
	Structural Design (Structural Criteria and Foundation)	13	14	14	14										7,222
	Hydraulic Evaluation (using existing basin study)	12	12												3,780
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand 30% design walk Through	4													700
	Subtotal Hours =	33	50	14	14	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 15,762
TASK 2 - 60															
	Traffic Control		16												2,240
	Structural Design (Structural Criteria and Foundation)	13	14	14	14										7,222
	Hydraulic Evaluation (using existing basin study)	12	12												3,780
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand 60% design walk Through	4													700
	Attend Public Involvement preparation meeting with Escambia County	8			4										1,840
	Subtotal Hours =	41	42	14	18	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 16,482
TASK 3 - Final															
	Traffic Control		8												1,120
	Structural Design (Structural Criteria and Foundation)	6	7	7	7										3,611
	Hydraulic Evaluation (using existing basin study)	6	6												1,890
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand Final design walk Through	4													700
	Subtotal Hours =	20	21	7	7	-	-	-	-	-	-	-	-	-	
							-								**Subtotal Labor Fee = $ 8,021**
TASK 4 - BIDDING															
	Respond to Contractor RFI's	8	8												2,520
	Review submitted bids (structural)	4													700
	Subtotal Hours =	12	8	-	-	-	-	-	-	-	-			-	
															Subtotal Labor Fee = $ 3,220
TASK 5 - CONSTRUCTION ADMINISTRATION															
	Prepare for and attend Pre-Construction Meeting	4	4												1,260
	Review shop drawings and change orders	20	10												4,900
	Review and submit Record Drawings from Contractor provided red-line mark-ups	8	4	8											2,728
	Subtotal Hours =	32	18	8	-	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 8,888
															PROJECT TOTAL $ 52,374

Mott MacDonald - Labor Fee

Prime Consultant

Sub-Consultant Fees

Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Gemini Engineering (Lump Sum)	
		$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 130.00	$ 90.00	$ 140.00						Fees
	BASIC SERVICES														
Optional Service -Hydraulic Evaluation															
	Basin Calucations	8	80		24										15,240
	HEC-RAS Modeling	16	40	40											12,240
	Prepare abbrevated Technical Report and Exhibits	36	80		24										20,140
	Review and Submit to the County	16													2,800
	Subtotal Hours =	76	200	40	48	-	-	-	-	-	-	-	-	-	
														Subtotal Labor Fee = $	**50,420**
														PROJECT TOTAL $	50,420

June 16, 2020

Mr. Paul Battle, PE
Rebol-Battle
Via email: paulb@rebol-battle.com

Subject: **Geotechnical Exploration Proposal**
Proposed Woodrun Bridges
Escambia County, Florida

Dear Paul:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site consists of an existing stream crossing along Woodrun Road in Escambia County, Florida. We understand that the project consists of replacement of the existing bridge. The exact proposed bridge type was not determined at the time of this proposal, and the bridge details will reportedly be determined based on the results of a hydraulic analysis. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- A site visit by our engineering staff.
- Locate the borings at the site.
- Obtain an Escambia County permit for work in the right-of-way.
- Notify registered utilities at the site (Sunshine). Non-registered or private utilities are the responsibility of the client to clear.
- Set up Maintenance of Traffic (MOT) including signs, cones, and two flagmen.
- Mobilize a truck mounted drill rig and drill team to the site.
- Core the existing asphalt pavement at the boring locations.
- Drill two Standard Penetration Borings (SPT) borings to a depth of 75 feet at the bridge location.
- Drill two six SPT or auger borings in the roadway approaches.
- Patch boring locations with cold-patch.
- Collect soil and creek water samples for FDOT Environmental Classification testing. Samples will be tested for pH, sulfate content, chloride content, and resistivity.
- Perform a visual classification of the soil samples obtained during our exploration.

- Run basic properties testing (moisture content, sieve analysis, Atterberg Limits, etc.) to assist in soil classification and to evaluate and document basic properties for our analysis.
- Analyze the field and laboratory data to provide recommendations for the project.

A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling.
- A discussion of laboratory test results including the D_{50} of sieve samples for scour analysis.
- The FDOT Environmental Classification for the superstructure and substructure.
- A discussion of site preparation techniques and construction considerations including general comments, excavation recommendations, dewatering/drainage, subgrade preparation, fill placement and compaction, etc.
- If shallow foundations are used: Shallow foundation recommendations including footing preparation, a recommended allowable soil bearing pressure, and estimated settlements, as needed.
- If pile supported structures are used: Pile recommendations including minimum tip elevation and anticipated pile length to achieve LRFD nominal resistance (R_n). Estimated pile settlement and pile group settlement. Recommended load testing and pile installation procedures including jetting/preforming. Soil parameters for lateral pile analysis by others. Check lateral analysis for correct soil property application.
- General pavement design recommendations including typical recommended materials, material compaction, and general recommended thicknesses of materials.

Estimated Costs

Attached as **Figure #1** is our itemized cost breakdown for this project. We propose to provide the scope of services in this proposal for a lump sum of **$10,333.00**. This proposal assumes that boring locations are accessible to our truck mounted drill rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

Authorization

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #2)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call.

Sincerely,
LARRY M. JACOBS & ASSOCIATES, INC.



David Liechty, PE
Project Engineer

Attachments

Figure #1

Cost Breakdown

Client: Rebol-Battle

Project: Woodrun Bridges

Drilling/Field Services		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	$395 Ea	1	395.00
	26-75 Mi	$475 Ea		
	76-125 Mi	$550 Ea		
Standard Penetration Test Borings	0-40 Ft	$14 Ft	92	1,288.00
2@75' and 2@6'	41-80 Ft	$16 Ft	70	1,120.00
	81-120 Ft	$20 Ft		
Tripod Borings	0-30 Ft	$21 Ft		
	31-60 Ft	$24 Ft		
Auger/Probe Borings		$13 Ft		
2-Man Drill Crew Mileage		$1 Mi		
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		$175 Hr		
Obtain Undisturbed/Shelby Tube Sample		$125 Ea		
Asphalt Coring and Patching		$75 /EA	2	150.00
MOT (Signs, Cones, & 2 Flagmen)		$985 Dy	2	1,970.00
Engineering Technician Mileage		$0.6 Mi		
			Drilling/Field Total	$4,923.00

Laboratory Testing Services			
Water Content	$20 Ea		
Sieve Analysis	$100 Ea	1	100.00
Wash #200 Sieve	$50 Ea		
Atterberg Limits (Inc. Moisture Content)	$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	$175 Ea		
Organic Content	$80 Ea		
Corrosion Series (pH, Chlorides, Sulfates, & Resistivity)	$200 Ea	1	200.00
Unconfined Compression Test	$200 Ea		
Basic Properties Testing Allowance	Lump Sum		400.00
		Laboratory Testing Total	$700.00

Engineering Services			
Senior Principal Geotechnical Engineer	$170 Hr		
Principal Geotechnical Engineer	$150 Hr	4	600.00
Project Engineer	$115 Hr	30	3,450.00
Project Manager	$105 Hr	4	420.00
CAD Technician	$60 Hr	4	240.00
		Engineering Total	$4,710.00

Total Estimated Cost	$10,333.00

6/9/2020

Professional Services Agreement

Date	June 16, 2020
Project	Proposed Woodrun Bridges
Location	Escambia County, Florida

Scope	As per attached Proposal dated June 16, 2020
Cost	**$10,333.00**
Invoicing	Monthly, Payment Due Upon Receipt of Invoice

LMJ looks forward to working with you on this project. The attached **Terms and Conditions** are an integral part of this agreement, and by signing below you indicate your understanding and acceptance of these conditions. To authorize our services, please fill in the box section below, sign, and return one original signature copy to our office.

For **Larry M. Jacobs & Associates, Inc.**

Signed _____

(President)

PARTY RESPONSIBLE FOR PAYMENT:

Name (Title) _____ Phone (___) _____

Company _____

Address _____ Fax (___) _____

City, State _____ Zip Code _____

Signature: _____ Email _____

This Proposal is Valid for 90 Days

Figure #2

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees**,** hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of $50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Invoicing

Invoicing is on a monthly basis with payment due upon receipt of invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

Testing and Observations

Testing and observations are discrete sampling procedures and results only represent conditions at the depths, locations, and times the tests were performed. Client understands that testing and observations are not continuous or exhaustive and are conducted to reduce, but not eliminate, project risk. Client agrees to the level and amount of testing and observations performed and the associated risk. LMJ is not responsible for damages for services not performed due to failure to request or schedule by the Client. LMJ is not responsible for the quality and completeness of Client's contractor's work or the contractor's adherence to the project documents. LMJ's services do not relieve the Client's contractor from its responsibility for complying with the contract documents or from its responsibility for any defects discovered in its work or create a warranty or guarantee.

WETLAND SCIENCES INCORPORATED

June 10, 2020

Paul Battle
Rebol-Battle & Associates, LLC
2301 N. 9th Ave. Suite 300
Pensacola FL 32503

Re: Scope and Fee Proposal
Woodrun Bridge Replacement
WSI Reference #2019-532

Dear Mr. Battle,

As requested, the following is our proposed scope of services and estimated costs necessary to secure the required wetland resource permits for bridge replacement within Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

SCOPE OF SERVICES

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, preparation of Joint Application for Works in the Waters of Florida and agency negotiations, as described above.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under ***33 CFR 320-330*** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C**. This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

TASK 2 – APPLICATION PREPARATION AND AGENCY NEGOTITIONS

Wetland Sciences, Inc. will prepare and submit to appropriate regulatory agencies necessary applications for both State and Federal wetland resource permits. The following is a brief summary of our proposed action plan:

State of Florida
The activity should qualify under the General Permit to Counties and Municipalities for Minor Bridge Alteration, Replacement, Maintenance, and Operation, *62-341.443 Florida Administrative Code*. To ensure coverage under

this general permit the replacement culvert must meet or exceed the horizontal and vertical clearance of the existing bridge. Wetland Sciences, Inc. will prepare a notice of intent to use the noticed general permit by submitting and completing Form *62-346.900(2), "Notice of Intent to Conduct a Noticed General Permit in Northwest Florida"*.

Federal

The activity should qualify under the Nationwide Permit #14 or Nationwide #3 Program. These permits authorize activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g. roads, highways, railways, trails, airport runways, and taxiways), and replacement of pilings in waters of the United States.

Both the State noticed general permit and Federal nationwide permit program authorize the discharge of up to ½ acre of non-tidal regulated wetlands. Impacts greater than ½ acre will required an individual permit. The exact form of authorization will be determined during the design process.

TASK 3 – GENERAL ASSESSMENT OF STREAM CONDITION

WSI will complete a qualitative assessment to evaluate the potential enhancements to the receiving stream. WSI will visually assess hydrogeomorphic and fluvial geomorphic characteristics such as active floodplain, width/depth ratios, bed elevation and floodplain storage and release. The visual parameters sampled will include: 1) Visual Channel Assessment; 2) Desktop Riparian Buffer Assessment; 3) Desktop Aquatic Use Assessment; 4) Visual Channel Alteration Assessment, and 5) Appropriateness of the Plant Community Structure. WSI will make general recommendations based on the findings of this qualitative assessment.

ESTIMATED FEES

The estimated costs to complete the services outlined above are presented in the following table.

Professional Personnel	Meeting Hours	Field Hours	Reporting Hours	Total Hours	Salary	Overhead	Profit	Billing Rate	Total
Sr. Scientist	4	8	10	22	$40.00	120.00%	10.00%	$96.80	$2,129.60
Environmental Specialist			0	0	$25.00	120.00%	10.00%	$60.50	$0
Project Assistant, Clerical			4	4	$16.00	120.00%	10.00%	$38.72	$154.88
	4	8	14	26	**Total Fees**				**$2,284.48**

Expenses	Number	Rate	Cost	Markup Percent	Cost				
Permit Fees	1	$250.00	$250.00	0.00%	$250.00				$250.00
Travel	185	$0.51	$94.35	0.00%	$94.35				$94.35
					Total Expenses				**$344.35**
					Total this task:				**2,628.83**

The stated fees include the DEP general permit application fee of $250. We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call. Sincerely,

WETLAND SCIENCES, INC.



Keith Johnson
Sr. Scientist

Exhibit B - Schedule

Woodrun Bridge Replacement

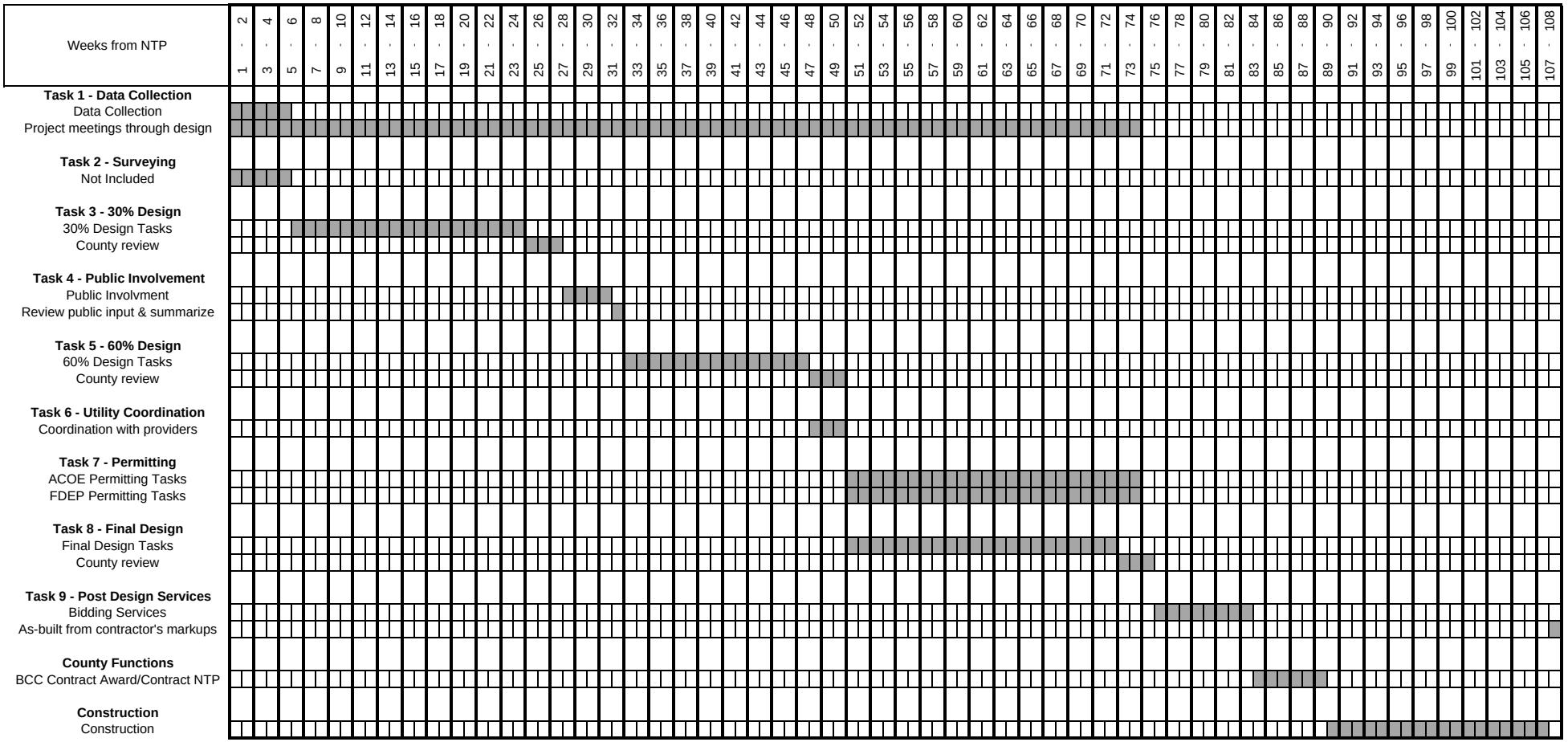

Exhibit C - Fee Schedule

Woodrun Birdge Replacement & Drainage Improvements
With Optional Hydraulic Analysis

June 25, 2020

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Sub-Consultants	Prime Consultant
	Rate $123.55		Rate $117.70		Rate $75.51		Rate $67.74		Rate $50.84		Rate $82.54		Rate $66.40		Rate $137.09			
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal		
TASK 1 - Data Collection																		
Obtain existing plats, basin study, surveys, deeds, etc	1	$123.55	1	$117.70					1	$50.84			3	$199.20				$491.29
Project meetings through design process	1	$123.55	10	$1,177.00													$2,100.00	$1,300.55
Geotechnical Invesitagation - See geotechnical subconsultant scope																	$10,333.00	
Coordination with County Surveyor	1	$123.55	3	$353.10			6	$406.44					3	$199.20				$1,082.29
Coordination with Geotechnical Consultant	1	$123.55	2	$235.40														$358.95
SUE Services																	$5,000.00	
SUE Locates	1	$123.55	2	$235.40			4	$270.96										$629.91
Totals	5		18				10		1				6			Task Subtotal	**$17,433.00**	**$3,862.99**
TASK 2 - Surveying																		
Not included																		
Totals																Task Subtotal		
TASK 3 - 30% Design																		
Develop Horizontal Base Alignment	1	$123.55	1	$117.70	2	$151.02	8	$541.92										$934.19
Develop Traffic Control																	$3,360.00	
Structural Design																	$7,222.00	
Hydraulic Analysis																	$3,780.00	
Prepare 30% Construction Plans	1	$123.55	8	$941.60	12	$906.12	40	$2,709.60										$4,680.87
Plans in hand design walk through	2	$247.10	2	$235.40													$700.00	$482.50
30% QAQC					4	$302.04												$302.04
Incorporate 30% QAQC review comments			2	$235.40			6	$406.44										$641.84
Prepare and submit 30% package to County	2	$247.10							1	$50.84								$297.94
Totals	6		13		18		54		1							Task Subtotal	**$15,062.00**	**$7,339.38**
TASK 4 - Public Involvement																		
Develop public reviewable drawings	1	$123.55	4	$470.80			8	$541.92										$1,136.27
Develop questionnaires	1	$123.55	2	$235.40	2	$151.02			2	$101.68								$611.65
Prepare for and attend public meeting	3	$370.65	6	$706.20													$1,840.00	$1,076.85
Review questionnaires and provide summary to County	2	$247.10			4	$302.04			4	$203.36								$752.50
Totals	7		12		6		8		6							Task Subtotal	**$1,840.00**	**$3,577.27**
TASK 5 - 60% Design Plans																		
Address and Incorporate 30% Review Comments from County			1	$117.70	2	$151.02	8	$541.92										$810.64
Develop Traffic Control																	$2,240.00	
Structural Design																	$7,222.00	
Hydraulic Analysis																	$3,780.00	
Stormwater Conveyance Design	1	$123.55	2	$235.40	4	$302.04	8	$541.92										$1,202.91
Prepare 60% Construction Plans	2	$247.10	8	$941.60	16	$1,208.16	40	$2,709.60										$5,106.46
Plans in hand design walk through	2	$247.10	2	$235.40													$700.00	$482.50
Prepare 60% cost estimate	1	$123.55	2	$235.40	4	$302.04	2	$135.48										$796.47
60% QAQC					6	$453.06												$453.06
Incorporate 60% QAQC review comments			2	$235.40			8	$541.92										$777.32
Prepare and submit 60% package to County	2	$247.10							1	$50.84								$297.94
Totals	8		17		32		66		1							Task Subtotal	**$13,942.00**	**$9,927.30**
TASK 6 - Utility Coordination																		
Coordination of relocations and adjustments with providers	1	$123.55	12	$1,412.40			24	$1,625.76	2	$101.68								$3,263.39
Totals	1		12				24		2							Task Subtotal		**$3,263.39**
TASK 7 - Permitting																		
ACOE/DEP Wetland Permitting - See Wetland Sciences scope (includes permit fees)																	$2,628.83	
Prepare Dredge & Fill Drawing for Permitting	1	$123.55	3	$353.10			6	$406.44										$883.09
Address ACOE permitting comments	1	$123.55	2	$235.40			4	$270.96										$629.91
Resubmit ACOE permitting package	1	$123.55	2	$235.40					1	$50.84								$409.79
DEP Notice General Permit Permitting	1	$123.55	4	$470.80			6	$406.44										$1,000.79
Address DEP permitting comments	1	$123.55	2	$235.40			4	$270.96										$629.91
Resubmit DEP permitting package	1	$123.55	2	$235.40					1	$50.84								$409.79
Totals	6		15				20		2							Task Subtotal	**$2,628.83**	**$3,963.28**
TASK 8 - Final Design																		
Address and Incorporate 60% Review Comments from County			1	$117.70	2	$151.02	8	$541.92										$810.64
Develop Traffic Control																	$1,120.00	
Structural Design																	$3,611.00	
Hydraulic Analysis																	$1,890.00	
Stormwater Conveyance Design	1	$123.55	1	$117.70	4	$302.04	2	$135.48										$678.77
Prepare Final Construction Plans	1	$123.55	4	$470.80	8	$604.08	32	$2,167.68										$3,366.11
Plans in hand design walk through	2	$247.10	2	$235.40													$700.00	$482.50
Prepare Final cost estimate	1	$123.55	2	$235.40	3	$226.53												$585.48
100% QAQC					4	$302.04												$302.04
Incorporate 60% QAQC review comments			2	$235.40			8	$541.92										$777.32
Prepare and submit Final package to County	1	$123.55							1	$50.84								$174.39

Exhibit C - Fee Schedule

Address CDR Comments			1	$117.70	2	$151.02	4	$270.96										$539.68
Prepare and submit final package to County for procurement	1	$123.55	1	$117.70			4	$270.96	1	$50.84								$563.05
Totals	7		14		23		58		2							Task Subtotal	**$7,321.00**	**$8,279.98**
TASK 9- Post Design Services																		
Bidding Services (tech specs, bid tab, pre-bid, RFI's, Bid Opening, Bid Tab Certification)	1	$123.55	8	$941.60					2	$101.68							$3,220.00	$1,166.83
As-built drawing from contractor's markups	1	$123.55	4	$470.80	4	$302.04	16	$1,083.84									$2,728.00	$1,980.23
Totals	2		12		4		16		2							Task Subtotal	**$5,948.00**	**$3,147.06**

Optional Services (Task 10-12)

TASK 10 - Construction Inspection - Optional Services																		
Attend pre-construction meeting	4	$494.20	4	$470.80													$1,260.00	$965.00
Site visits/meetings during construction	2	$247.10	32	$3,766.40														$4,013.50
Address RFI's	2	$247.10	8	$941.60													$3,920.00	$1,188.70
Review shop drawings and/or change orders	2	$247.10	8	$941.60													$4,900.00	$1,188.70
Substantial completion inspection	3	$370.65	3	$353.10														$723.75
Final completion inspection	3	$370.65	3	$353.10														$723.75
Permit certifications	1	$123.55	3	$353.10	4	$302.04												$778.69
Totals	17		61		4											Task Subtotal	**$10,080.00**	**$9,582.09**
TASK 11-Misc. Optional Services																		
Additional Public Involvement Meeting	6	$741.30							6	$305.04							$1,840.00	$1,046.34
As-built survey																		
Totals	6								6							Task Subtotal	**$1,840.00**	**$1,046.34**
TASK 12- Hydraulic Analysis - Optional Services																		
Basin Calcs, HEC-RAS Modeling, Abbreviaited Report and Exhibits	1	$123.55	2.0	$235.40			4	$270.96									$50,420.00	$629.91
Totals	1		2				4									Task Subtotal	**$50,420.00**	**$629.91**

Subconsultant - Basic Services Total	$64,174.83
Prime - Basic Services Total	$43,360.65
Basic Services Total	**$107,535.48**
Total Optional Services	**$73,598.34**
Contract Total	**$181,133.82**

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

DESIGN SERVICES FOR WOODRUN BRIDGE REPLACEMENT & DRAINAGE IMPROVEMENTS PROJECT
Solicitation Identification Number PD 18-19.080

Letters of Interest Will Be Received Until:
11:59 p.m. CDT, July 25, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4982
e-mail: Slkruse@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.

Public Notice 07/10/19

Noticed By

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
DESIGN SERVICES FOR WOODRUN BRIDGE REPLACEMENT & DRAINAGE IMPROVEMENTS PROJECT
Solicitation Identification Number PD 18-19.080

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

DESIGN SERVICES FOR WOODRUN BRIDGE REPLACEMENT & DRAINAGE IMPROVEMENTS PROJECT
Solicitation Identification Number PD 18-19.080

Scope of Work

I. Purpose:

The Escambia County Division of Construction Management requests construction plans be developed for the replacement of three bridges and associated drainage improvement upgrades and if feasible, stream restoration on the Thompson Bayou watercourse flowing through Woodrun Subdivision. A&E services shall provide for public input, construction plan preparation, permitting, price estimates and bidding assistance, project construction assistance and as-built certification. It is the intent of the County to implement drainage improvements in the Woodrun subdivision beyond those identified in the Scenic Hills Drainage Basin Study in a phased approach as funds are made available for construction. The County will provide for the associated surveying services for the project, including the initial data collection for design, preparation of easement descriptions, and sketches for easement acquisition, if any are needed. The County will also utilize both CEI and County inspectors for the construction administration and inspections, with the consultant providing construction assistance as necessary for plan interpretation, shop drawings, and as-built certification on an allowance basis.

II. Project Background & Focus:

Woodrun Subdivision was built in the early 1970's with public rights-of-way and public drainage easements and includes County owned land for portions of the Thompson Bayou. Access to the Subdivision is limited to one entry/exit point via Woodrun Road and most residents must cross over at least one bridge to reach that point. The three bridges include two state inspected bridges (484083) (484084) and one short span bridges (484085). See attached Bridge Inspection Reports for detailed information. The consultant should consider a concrete span, steel span or precast concrete structure for the State inspected bridges. The short span bridge should be reviewed for replacement with drainage structures or bridge, but if a bridge is required, the design should ensure that it qualifies for state inspection (in excess of 20 linear feet length). Adjustments to roadway elevations at the bridges are also anticipated as part of theses replacements to address overtopping. The project will be bridge replacement and drainage improvements that address current conditions and hydraulic requirements. Additionally, the consultant shall look at whether Thompson Bayou is a candidate for stream restoration and/or other watercourse drainage improvements. The project will be a phased construction project.

III. Description of Work Activities:

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Review of Drainage Study Report for Scenic Hills Basin and Bridge Inspection Reports
- Attend public meetings with residents to receive input from the residents regarding drainage and construction access.

- Meet with Engineering Department and Public Works Department staff for input or maintenance and historical complaints.
- Coordinate with County Surveyor and staff for the surveying data for project.
- Evaluate bridge hydraulic requirements and the associated drainage and County detention areas in Woodrun watercourse for drainage conveyance and stream improvements, including the possibility for stream restoration in Thompson Bayou and associated grants.
- Develop 30%, 60%, 100%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances.
- Conduct SUE, utility coordination, and plans-in-hand walk through with utility companies.
- Project construction will be phased, and plans shall include phasing to accommodate the three bridges individually, with a separate phase for Bayou drainage improvements.
- Prioritization of separate construction phases considering available funds and necessity.
- Address State inspected Bridges (484083), and (484084) as separate construction phases.

Task 2: Bidding, Pricing Agreement, or Inhouse Quantity Estimates:

- Prepare bid documents. Bridges shall be broken out separately and should be able to be bid and built as stand-alone projects if necessary, or grouped if advantageous for bidding, including bids in the alternative.
- Bidding of project phases versus pricing agreement quantity estimates or inhouse construction will be a consideration for each construction phase and determined as funds become available. Evaluate bidding drainage/stream restoration construction phase(s) in the alternative with Bridge construction and provide recommendations.
- Prepare all bid documents through bidding process and prepare all quantity estimates for bidding, pricing agreement, or inhouse utilization where that option is used.
- Attend pre-bid meeting with Engineering and Purchasing Departments or meetings with contractors for pricing agreement utilization.
- Attend meetings with Road & Bridges Department for Inhouse pre-construction meetings
- Respond to all Requests for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration (limited allowance based upon actual time):

- Consultant will attend a Preconstruction Conference for each phase
- Consultant will review shop drawings and substitution requests
- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design, utility conflict, or any unforeseen construction issues, and as needed to prepare as-built drawings. The County or CEI will inspect all construction improvements.

Deliverables

- Project schedule in MS Project format
- Provide geotechnical Reports on soil data
- 30% conceptual design
- Utility coordination and plans-in-hand walk through with utility companies at all phase submittals past 30%.
- 60% plans with utility matrix
- Cost estimates at 60% and 100%
- 100% final draft plans
- All required permitting

- Final plans with SUE and utility matrix
- Bridge hydraulic calculations
- Bridge load ratings
- Bid Package with bid tab and all bid documents, including final plans (Provide quantity tables and final cost estimate) required for bidding.
- Tabulated bid tab of bids received
- Released for construction plans
- As-built certification

Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets. Work product shall be delivered electronically in both CAD and PDF formats on DVD, memory stick, or via other County approved electronic communications. Coordinate with County Surveyor and staff for the collection of SUE data for project. Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone

IV. Estimated Construction Cost: $2,200,000

Based on recent County bridge replacement projects and the square foot cost for bridge replacement the construction cost is estimated to be close to $2,200,000. Including bridge replacement of $2,000,000 and stream restoration/drainage improvements of $200,000.

VI. Desired Timelines:

Design time frame: 18 months (547 days) for all project design.
Construction time frame: 3 years (including bidding assistance and construction assistance)

Total Contract time: 4 years 6 months. The initial contract time will be 18 months (includes design and permitting activities). The contract has the potential to be extended another 3 years for bidding and construction assistance depending upon funding limitations for construction.

VII. Design Criteria:

General Specifications: Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, (Current Edition) and supplements as amended, and the latest Escambia County Technical Specifications.

Design Specifications:

- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications (current edition) and approved interims as specified in the FDOT Structures Design Guidelines.
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), current edition.

VIII. GSA Codes:

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	57	Structural Engineer

	48	Project Manager
Secondary	02	Administrative
	08	CADD Technician
	18	Cost Engineer/Estimator
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	B02	Bridge Design
	S13	Stormwater Handling and Facilities
Secondary	C14	Conservation and Resource Management
	C16	Construction Surveying
	C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
	E09	Environmental Impact Studies, Assessments or Statements
	E11	Environmental Planning
	G04	Geographic Information System Services: Development, Analysis, and Data Collection
	H07	Highways; Streets; Airfield Paving; Parking Lots
	L02	Land Surveying
	P06	Planning *(Site, Installation and Project)*
	R11	Rivers; Canals; Waterways; Flood Control
	S05	Soils and Geologic Studies; Foundations
	S10	Surveying; Platting; Mapping; Flood Plain Studies
	T04	Topographic Surveying and Mapping
	W02	Water Resources; Hydrology; Ground Water

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal

(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**
Experience of the firm & References – Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 bridge projects and two drainage projects involving streams should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length.	**25**
Availability of workload & willingness to meet time requirement – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**20**
Project approach and understanding of critical issues – Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm quality control process and how it is conducted with the team.	**35**

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	**July 10, 2019**
Letters of Interest due date	**11:59 p.m. CDT, July 25, 2019**
Short-Listing Meeting	**2:30 p.m., CDT, August 1, 2019**
Discussions, Ranking Meeting	**2:00 p.m., CDT, August 7, 2019**
Written Scope due to Committee for Review	**August 15, 2019**
Fee Proposal due to Committee for Review	**August 22, 2019**
1st Negotiations with First Ranked Firms	**10:00 a.m., CDT, August 28, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 1 p.m., CDT, September 3, 2019**
Board of County Commissioners approval	**September 19, 2019**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **August 26, 2019.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
Generated by GovernmentForms.software®, includes:
- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

Non-ADA Compliant

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and___, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of_____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ _____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

Non-ADA Compliant

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of___($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

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(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida ____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

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more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

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9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

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terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221
Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

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9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

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above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Savannah Kruse, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

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(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02: Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

Date: _____
BCC Approved: _____

_____
Witness

_____
Witness

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
Secretary

Date:_____

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Exhibit A

Scope of Work

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Exhibit B

Schedule

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Exhibit C

Fee Schedule

SAMPLE

REGISTER OF SUBMITTERS

Solicitation # PD 18-19.080 Woodrun Bridge Replacements & Drainage Improvements Project

RLI Due Date & Time: July 25, 2019 @ 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Volkert, Inc.	850-512-8935	Mike.warnke@volkert.com	Mike Warnke
Rebol-Battle & Associates, LLC	850-438-0400	Paulb@rebol-battle.com	Paul A. Battle
Dewbery Engineers Inc.	850-760-0332	dtillar@dewberry.com	David Tillar
American Consulting Engineers of Florida, LLC	850-289-1005	lpowell@acp-fl.com	Leahann Powell
Submittals Received By:	Savannah Kruse, Purchasing Specialist		Date: July 26, 2019
Witnessed By:	Jeff Lovingood, Purchasing Coordinator		Date: July 26, 2019

Posted 7/26/2019 @ 3:00p.m. CDT

SLK



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

July 31, 2019

NOTICE TO FIRMS

RESULTS OF THE SELECTION COMMITTEE MEETING

Description: PD 18-19.080 Woodrun Bridge Replacement & Drainage Improvement Project

Date & Time: July 31, 2019 beginning at 11:00 AM, CDT

Results: The Selection Committee Short-Listed the following firms in no particular order:

American Consulting Engineers of Florida, LLC
Rebol-Battle & Associates, LLC
Volker, Inc.

Contact: Savannah Kruse, Purchasing Specialist
850-595-4982
SLKruse@myescambia.com

Noticed via email July 31, 2019 SLK

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 8, 2019

PUBLIC NOTICE

SELECTION REVIEW COMMITTEE MEETING

DESCRIPTION: PD 18-19.080 Woodrun Bridge Replacements & Drainage Improvements Project

MEETING HELD: August 7, 2019 at 2:00 PM CDT in the Escambia County Central Office Complex

RESULTS: The Selection Committee Ranked the Short-Listed Proposers as follows:

1) Rebol-Battle & Associates, LLC
2) Volkert, Inc.
3) American Consulting Engineers of Florida, LLC

CONTACT: Savannah Kruse
Purchasing Specialist
SLKruse@myescambia.com
850-595-4982

SLK

Solicitation: PD 18-19.080 Woodrun Bridge Replacement and Drainage Improvement Project

Committee Evaluation	American Consulting Engineers of Florida, LLC	Rebol-Battle & Associates	Volkert, Inc
Individual Committee Member Scores			
Derek Fox	72	88	76
Chris Curb	68	96	76
Cooper Saunders	76	80	84
Total	216	264	236
Individual Committee Member Ranking Based on Scores			
Derek Fox	3	1	2
Chris Curb	3	1	2
Cooper Saunders	3	2	1
Total	9	4	5
Final Ranking	3	1	2

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Derek Fox

							American Consulting Engineers of Florida, LLC		Rebot-Battle & Associates		Volkert, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Discuss your approach to bridge type selection and roadway design given general criteria in the project scope and presuming an incerase in bridge elevation and bridge construction phasing.	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.	20%	3	12	5	20	4	16
Identify the primary drainage issues in Thompson Creek watercourse and describe your strategy for incorporating stream restoration opportunities within that drainage system.	Response to drainage issues is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	Response to drainage issues mostly meets the organization's needs.	Response to drainage issues nearly meets all of the organization's needs.	Response to drainage issues unconditionally meets the organization's needs.	20%	4	16	5	20	4	16
This project involves bridges in a subdivision with only one current entry. Describe your experience, strategies and approach for bridges with limited R/W and/or detour options that allow for constructibility while controlling costs so that resident access is maintained throughout the project duration.	Strategy suggestions are wholly unacceptable for the organization's needs.	Strategy suggestions represents a low understanding of the work to be performed.	Strategy suggestions response represents a fair understanding of the work to be performed.	Strategy suggestions response represents a good understanding of the work to be performed.	Strategy suggestions response represents an outstanding understanding of the work to be performed.	20%	4	16	4	16	4	16
Describe your project specific strategies for identifying and minimizing project risks and costs through course of design on this project. Include project specific examples with ideas for mitigating risk and cost in the major area of constraint identified above.	Strategy suggestions for minimization of costs and risks are wholly unacceptable for the organization's needs.	Significant portion(s) of the proposed minimization of risks and costs are unacceptable for the organization's needs.	Minimization of costs and risks mostly meets the organization's needs.	Minimization of costs and risks suggestions nearly meets all of the organization's needs.	Minimization of costs and risks suggestions are unconditionally acceptable for the organization's needs.	20%	4	16	4	16	4	16
Describe your concept of a public involvement plan and concept of managing community concerns and expectations during this specific project.	Involvement plan and community concerns management are wholly unaccpeptable for the organization's needs.	Involvement plan and community concerns management represent a low understanding of expectations.	Involvement plan and community concerns management mostly meets organization's needs.	Involvement plan and community concerns management nearly meets all of the organization's needs	Involvement plan and community concerns management are unconditionally acceptabe for the organization's needs	20%	3	12	4	16	3	12
								72		88		76

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Chris Curb

							American Consulting Engineers of Florida, LLC		Rebot-Battle & Associates		Volkert, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Discuss your approach to bridge type selection and roadway design given general criteria in the project scope and presuming an incerase in bridge elevation and bridge construction phasing.	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.	20%	3	12	5	20	4	16
Identify the primary drainage issues in Thompson Creek watercourse and describe your strategy for incorporating stream restoration opportunities within that drainage system.	Response to drainage issues is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	Response to drainage issues mostly meets the organization's needs.	Response to drainage issues nearly meets all of the organization's needs.	Response to drainage issues unconditionally meets the organization's needs.	20%	4	16	5	20	3	12
This project involves bridges in a subdivision with only one current entry. Describe your experience, strategies and approach for bridges with limited R/W and/or detour options that allow for constructibility while controlling costs so that resident access is maintained throughout the project duration.	Strategy suggestions are wholly unacceptable for the organization's needs.	Strategy suggestions represents a low understanding of the work to be performed.	Strategy suggestions response represents a fair understanding of the work to be performed.	Strategy suggestions response represents a good understanding of the work to be performed.	Strategy suggestions response represents an outstanding understanding of the work to be performed.	20%	4	16	5	20	3	12
Describe your project specific strategies for identifying and minimizing project risks and costs through course of design on this project. Include project specific examples with ideas for mitigating risk and cost in the major area of constraint identified above.	Strategy suggestions for minimization of costs and risks are wholly unacceptable for the organization's needs.	Significant portion(s) of the proposed minimization of risks and costs are unacceptable for the organization's needs.	Minimization of costs and risks mostly meets the organization's needs.	Minimization of costs and risks suggestions nearly meets all of the organization's needs.	Minimization of costs and risks suggestions are unconditionally acceptable for the organization's needs.	20%	3	12	4	16	5	20
Describe your concept of a public involvement plan and concept of managing community concerns and expectations during this specific project.	Involvement plan and community concerns management are wholly unaccpeptable for the organization's needs.	Involvement plan and community concerns management represent a low understanding of expectations.	Involvement plan and community concerns management mostly meets organization's needs.	Involvement plan and community concerns management nearly meets all of the organization's needs	Involvement plan and community concerns management are unconditionally acceptabe for the organization's needs	20%	3	12	5	20	4	16
								68		96		76

Non-ADA Compliant

Cooper Saunders

							American Consulting Engineers of Florida, LLC		Rebot-Battle & Associates		Volkert, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Discuss your approach to bridge type selection and roadway design given general criteria in the project scope and presuming an incerase in bridge elevation and bridge construction phasing.	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.	20%	4	16	5	20	5	20
Identify the primary drainage issues in Thompson Creek watercourse and describe your strategy for incorporating stream restoration opportunities within that drainage system.	Response to drainage issues is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	Response to drainage issues mostly meets the organization's needs.	Response to drainage issues nearly meets all of the organization's needs.	Response to drainage issues unconditionally meets the organization's needs.	20%	3	12	3	12	4	16
This project involves bridges in a subdivision with only one current entry. Describe your experience, strategies and approach for bridges with limited R/W and/or detour options that allow for constructibility while controlling costs so that resident access is maintained throughout the project duration.	Strategy suggestions are wholly unacceptable for the organization's needs.	Strategy suggestions represents a low understanding of the work to be performed.	Strategy suggestions response represents a fair understanding of the work to be performed.	Strategy suggestions response represents a good understanding of the work to be performed.	Strategy suggestions response represents an outstanding understanding of the work to be performed.	20%	4	16	4	16	4	16
Describe your project specific strategies for identifying and minimizing project risks and costs through course of design on this project. Include project specific examples with ideas for mitigating risk and cost in the major area of constraint identified above.	Strategy suggestions for minimization of costs and risks are wholly unacceptable for the organization's needs.	Significant portion(s) of the proposed minimization of risks and costs are unacceptable for the organization's needs.	Minimization of costs and risks mostly meets the organization's needs.	Minimization of costs and risks suggestions nearly meets all of the organization's needs.	Minimization of costs and risks suggestions are unconditionally acceptable for the organization's needs.	20%	4	16	4	16	4	16
Describe your concept of a public involvement plan and concept of managing community concerns and expectations during this specific project.	Involvement plan and community concerns management are wholly unaccpeptable for the organization's needs.	Involvement plan and community concerns management represent a low understanding of expectations.	Involvement plan and community concerns management mostly meets organization's needs.	Involvement plan and community concerns management nearly meets all of the organization's needs	Involvement plan and community concerns management are unconditionally acceptabe for the organization's needs	20%	4	16	4	16	4	16
								76		80		84

Select Search PD 18-19-080 **Tagged** <all>

Subject: **Public Notice PD 18-19.080**
Date: **20190710 @ 15:51**

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STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Rebol-Battle & Associates, LLC

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of October, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Rebol-Battle & Associates, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is , Pensacola, Florida , 32502 and whose Federal tax identification number is 14-1880334 (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: Rebol-Battle & Associates, LLC 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 Derek Fox, Senior Engineering Project Coordinator, Escambia County Engineering Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 18-19.080, Woodrun Bridge Replacements & Drainage Improvements Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 19-20 in the amount of Two Hundred Sixty-Six Thousand, Four Hundred Thirty-Two Dollars and thirty-seven cents ($266,432.37) for this Project. As shown in Exhibit "A", One Hundred Sixty-Six Thousand, One Hundred Fifty-Seven Thousand Dollars and ninety-nine cents ($166,157.99) will be for basic design services, and One Hundred Thousand, Two Hundred Seventy-Four Dollars and thirty-eight cents ($100,274.38) will be for optional design services as determined by the Contract Administrator.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 18-19.080, Woodrun Bridge Replacements & Drainage Improvements Project, and as represented in the Consultant's Letter of Interest response to PD 18-19.080, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $2,200,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Sixty-Six Thousand, Four Hundred Thirty-Two Dollars and thirty-seven cents ($266,432.37). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Rebol-Battle & Associates, LLC
2301 N. 9th Avenue, Suite 300
Pensacola, FL 32503

(d) Invoices to the County shall be sent to:

Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505
Attn: Derek Fox

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591
Attn: Janice P. Gilley

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and _____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: October 28, 2019

CONSULTANT:
Rebol-Battle & Associates, LLC, a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Paul Battle, P.E.–Principal/ Managing Member

By: _____
Secretary

Date: _____

Non-ADA Compliant

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

Project Understanding / Approach / Scope Clarification

Escambia County – Engineering Department
Woodrun Bridge Replacement & Drainage Improvements
Solicitation No.: PD 18-19.080

Rebol-Battle & Associates (RBA) proposes to provide engineering, permitting, and environmental services to develop construction plans for the Woodrun Subdivision Bridge Replacement and Drainage Improvements.

This document will serve as clarification to the Scope of Service contained in the PD 18-19.080 RLI Information Package. The project is to replace three bridges with either a culvert system or bridge that attempts to meet the 100-year criteria. It is anticipated that the existing roadway approaches to the bridges will need to be adjusted, utilities relocated, and roadway drainage updated. A qualitative assessment to evaluate the potential enhancements to the receiving stream will be included as part of the bridge replacements and will be implemented where feasible and practical. Additionally, public outreach and coordination of bridge closures will be included in our services.

Task 1 – Data Collection
Data collection includes a detailed review and compilation of existing background data and documents available for the project area which will be used in the design.

a) Review of Drainage Study Report for Scenic Hills Basin and Bridge Inspection Reports
b) Meet with Engineering Department and Public Works Department staff for input or maintenance and historical complaints.
c) Coordinate with County Surveyor and staff for the surveying data for project.
d) Drainage and Hydraulics – The hydraulics opening for each of the bridge locations will be based on the original Scenic Hills Basin Study. The Study provided the 100-year flood stage elevation based on a proposed box culvert size. These recommendations will be utilized to provide the County and the Contractor with the minimum road elevations and hydraulic openings at each of the stream crossings.
e) Structures - Select bridge design parameters for the replacement of three bridges, BIN 484083, 484084, and 484085. Prepare a bridge Typical Section, identify minimum vertical clearance and required hydraulic opening. Prepare a preliminary construction sequence to identify required maintenance of traffic during construction. Send preliminary bridge information to two companies to request preliminary structural design and cost estimates to be included in the plans. Design and produce foundation plans for the bridge type which is selected by the county.
f) Geotechnical - The Consultant will be responsible for the bridge foundation and general Pavement Design recommendations, as well as all necessary Geotechnical Activities associated with this project. The Consultant shall, for each project, be responsible for a

complete geotechnical investigation. The Consultant shall be responsible for the coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of final plans. All testing and classification will be performed in accordance with applicable County standards, ASTM Standards or AASHTO Standards, and the Florida Department of Transportation Soils and Foundations Handbook, unless otherwise specified. The Consultant shall develop a detailed boring location plan and meet with the County, if requested, for boring plan approval. Auger borings with water table readings, Standard Penetration Test (SPT) borings with water table readings and SPT borings for bridge decks, shall be performed, as applicable. The Consultant shall stake borings and cores and obtain utility clearance. Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses. The Consultant shall review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design. The evaluation, selection, detailed analysis and basis of the selected foundation alternative shall be provided in a Geotechnical Report and the BDR. The Consultant shall draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans. The Consultant shall prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans and Final Geotechnical Report. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

g) Traffic Control - Develop traffic control plans to allow Woodrun Road to remain open during construction.
h) Environmental - Provide for all required regulatory permitting, including permit fee allowances.
i) Conduct utility coordination, and plans-in-hand walk through with utility companies. Sue data will be done be Rebol-Battle & Associates as needed. Full SUE data by ISS will NOT be performed.
j) Develop 30%, 60% and final plans for each project phase for review by County.
k) Project construction will be phased, and plans shall include phasing to accommodate the three bridges individually, with a separate phase for Bayou drainage improvements.
l) Prioritization of separate construction phases considering available funds and necessity

Task 3 – 30% Design

At the completion of data collection 30% preliminary plans will be developed. The submittal will be consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, drainage map, typical sections, project details, project layout, roadway plan/profile, bridge sections and profiles, cross sections, and SWPPP. Prior to submittal, an internal 30% QA/QC will be performed by an engineer not associated with the design of the project.

Task 4 – Public Involvement
RBA will provide drawings, questionnaires, and attend a project workshop with the home owners association after the 30% design phase to obtain public feedback on the proposed plans. Public involvement will also include the implementation of a web-based project page to track progress and to receive input form area residents.

Task 5 – 60% Design
Once Task 4, public involvement is complete, the 60% design will begin and completed. This task includes addressing any comments received by during the home owners meeting and Escambia County during the 30% review process. This task will allow design progression from 30% to 60%. Upon completion of this task, 60% design plans will be provided that are consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, summary of quantities, project details, completed project layout, roadway plan/profile, bridge sections and profiles, bridge details, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 60% cost estimate will also be provided. Prior to submittal, an internal 60% QA/QC will be performed by an engineer not associated with the design of the project.

Task 6 – Utility Coordination
Upon completion of the 30% design and 60% design, we will have a plans-in-hand walk through of the job with the utility providers for coordination of adjustments or relocations.

Task 7 - Permitting
Permitting will include any required wetland, utility or infrastructure permitting that may be necessary for the project design through the regulatory agencies having jurisdiction.

Task 8 – Final Design
Once all permitting and public involvement is completed, the Final design plans will be completed. This task will allow design progression from 60% to Final. This task includes addressing any comments received by Escambia County during the 60% review process. Upon completion of this task, Final design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include final key sheet, general notes, summary of quantities, project details, project layout, roadway plan/profile, bridge sections and profiles, bridge details, drainage structures, pavement markings and signage, cross sections, and SWPPP. A Final cost estimate will also be provided. Prior to submittal, an internal Final QA/QC will be performed by an engineer not associated with the design of the project.

Final construction plans, bid documents including the bid tabulation and technical specifications will be provided. These documents will then be subject to a CDR review by Escambia County. This task includes revisions as necessary to produce final plans ready for bidding based upon the CDR.

OPTIONAL SERVICES

Task 9 – Post Design Services – Optional Service
This task includes attending pre-bid meeting, addressing RFI's that may be received during bidding, attending the bid opening, and providing a certified bid tab. This task also includes providing an as-built drawing from the contractors' markups.

Task 10 – Construction Inspection – Optional Service
This task includes any construction administration and observations that may be required or requested by County staff. Items included include are attendance at the pre-construction meeting, response to contractors RFI, shop drawing review, substantial completion inspection, final completion inspection, and permit certifications. If an as-built survey is desired or contractor markups are not provided, a fee for this service has been provided as an optional service under task 11.

Task 11 – Misc. Optional Services
Although they are not anticipated, the following services may be necessary through design and construction of the project. Neither RBA nor its sub-consultants will proceed with any of these items unless a NTP is obtained from Escambia County.

- As-built survey by RBA should contractor markups not be provided or if County desires a survey of the improvements.
- Additional public involvement services beyond the scope of task 4.

Task 12 – Hydraulic Analysis - Optional Service
Mott MacDonald will develop a HEC-RAS model for the three bridge crossings and provide the minimum required hydraulic opening. Mott MacDonald will need to delineate basin areas, time of concentrations, storage nodes, and runoff coefficients. Mott MacDonald will prepare an abbreviated bridge hydraulic report (BHR), which will include all three bridge replacement locations. Additionally the County will provide any additional survey required creation of the hydraulic model.

Deliverables:

a) Project schedule in MS Project format
b) Provide geotechnical Reports on soil data
c) 30% conceptual design
d) Utility coordination and plans-in-hand walk through with utility companies following 60% submittal.
e) Cost estimates at 60% and Final.
f) All required permitting

g) Final plans with SUE and utility matrix (does not include structural superstructure plans)
h) Bid Package with bid tab and all bid documents, including final plans (Provide quantity tables and final cost estimate) required for bidding.
i) Tabulated bid tab of bids received
j) Released for construction plans
k) As-built certification

WETLAND SCIENCES INCORPORATED

August 15, 2019

Kevin Morgan.
Hatch Mott MacDonald
Mott MacDonald
220 West Garden Street
Suite 700
Pensacola FL 32502

Re: Scope and Fee Proposal
Woodrun Bridge Replacement
WSI Reference #2019-532

Dear Mr. Morgan,

As requested, the following is our proposed scope of services and estimated costs necessary to secure the required wetland resource permits for the 3 bridges that require replacement project within Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

SCOPE OF SERVICES

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, preparation of Joint Application for Works in the Waters of Florida and agency negotiations, as described above.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under ***33 CFR 320-330*** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C**. This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

TASK 2 – APPLICATION PREPARATION AND AGENCY NEGOTITIONS

Wetland Sciences, Inc. will prepare and submit to appropriate regulatory agencies necessary applications for both State and Federal wetland resource permits. The following is a brief summary of our proposed action plan:

State of Florida
The activity should qualify under the General Permit to Counties and Municipalities for Minor Bridge Alteration, Replacement, Maintenance, and Operation, *62-341.443 Florida Administrative Code*. To ensure coverage under

this general permit the replacement culvert must meet or exceed the horizontal and vertical clearance of the existing bridge. Wetland Sciences, Inc. will prepare a notice of intent to use the noticed general permit by submitting and completing Form *62-346.900(2), "Notice of Intent to Conduct a Noticed General Permit in Northwest Florida"*.

Federal

The activity should qualify under the Nationwide Permit #14 or Nationwide #3 Program. These permits authorize activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g. roads, highways, railways, trails, airport runways, and taxiways), and replacement of pilings in waters of the United States.

Both the State noticed general permit and Federal nationwide permit program authorize the discharge of up to ½ acre of non-tidal regulated wetlands. Impacts greater than ½ acre will required an individual permit. The exact form of authorization will be determined during the design process.

TASK 3 – GENERAL ASSESSMENT OF STREAM CONDITION

WSI will complete a qualitative assessment to evaluate the potential enhancements to the receiving stream. WSI will visually assess hydrogeomorphic and fluvial geomorphic characteristics such as active floodplain, width/depth ratios, bed elevation and floodplain storage and release. The visual parameters sampled will include: 1) Visual Channel Assessment; 2) Desktop Riparian Buffer Assessment; 3) Desktop Aquatic Use Assessment; 4) Visual Channel Alteration Assessment, and 5) Appropriateness of the Plant Community Structure. WSI will make general recommendations based on the findings of this qualitative assessment.

ESTIMATED FEES

The estimated costs to complete the services outlined above are presented in the following table.

Professional Personnel	Meeting Hours	Field Hours	Reporting Hours	Total Hours	Salary	Overhead	Profit	Billing Rate	Total
Sr. Scientist	8	16	16	40	$40.00	120.00%	10.00%	$96.80	$3,872.00
Environmental Specialist			8	8	$25.00	120.00%	10.00%	$60.50	$484.00
Project Assistant, Clerical			4	4	$16.00	120.00%	10.00%	$38.72	$154.88
	8	16	28	52	**Total Fees**				**$4,510.88**

Expenses	Number	Rate	Cost	Markup Percent	Cost				
Permit Fees	3	$250.00	$750.00	0.00%	$750.00				$750.00
Travel	185	$0.51	$94.35	0.00%	$94.35				$94.35
					Total Expenses				**$1,094.35**
					Total this task:				**5,355.23**

The stated fees include the DEP general permit application fee of $250 for each project. We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,

WETLAND SCIENCES, INC.



Keith Johnson
Sr. Scientist

September 27, 2019

Mr. Paul Battle, PE
Rebol-Battle
Via email: paulb@rebol-battle.com

Subject: **Geotechnical Exploration Proposal**
Proposed Woodrun Bridges
Escambia County, Florida

Dear Paul:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site consists of the three existing stream crossings along Woodrun Road in Escambia County, Florida. We understand that the project consists of replacement of the existing bridges. The exact proposed bridge type was not determined at the time of this proposal, and the bridge details will reportedly be determined based on the results of a hydraulic analysis. Reportedly, one of the bridge crossings is expected to be replaced with a culvert. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- A site visit by our engineering staff.
- Locate the borings at the site.
- Obtain an Escambia County permit for work in the right-of-way.
- Notify registered utilities at the site (Sunshine). Non-registered or private utilities are the responsibility of the client to clear.
- Set up Maintenance of Traffic (MOT) including signs, cones, and two flagmen.
- Mobilize a truck mounted drill rig and drill team to the site.
- Core the existing asphalt pavement at the boring locations.
- Drill a total of five Standard Penetration Borings (SPT) borings at the bridge and culvert locations. Four borings are planned to be drilled to a depth of 75 feet (two at each bridge location) and one boring is planned to be drilled to a depth of 30 feet at the culvert location.
- Drill a total of six SPT or auger borings in the roadway approaches.
- Patch boring locations with cold-patch.
- Collect soil and creek water samples for FDOT Environmental Classification testing. Samples will be tested for pH, sulfate content, chloride content, and resistivity.

- Perform a visual classification of the soil samples obtained during our exploration.
- Run basic properties testing (moisture content, sieve analysis, Atterberg Limits, etc.) to assist in soil classification and to evaluate and document basic properties for our analysis.
- Analyze the field and laboratory data to provide recommendations for the project.

A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling.
- A discussion of laboratory test results including the D_{50} of sieve samples for scour analysis.
- The FDOT Environmental Classification for the superstructure and substructure.
- A discussion of site preparation techniques and construction considerations including general comments, excavation recommendations, dewatering/drainage, subgrade preparation, fill placement and compaction, etc.
- If shallow foundations are used: Shallow foundation recommendations including footing preparation, a recommended allowable soil bearing pressure, and estimated settlements, as needed.
- If pile supported structures are used: Pile recommendations including minimum tip elevation and anticipated pile length to achieve LRFD nominal resistance (R_n). Estimated pile settlement and pile group settlement. Recommended load testing and pile installation procedures including jetting/preforming. Soil parameters for lateral pile analysis by others. Check lateral analysis for correct soil property application.
- General pavement design recommendations including typical recommended materials, material compaction, and general recommended thicknesses of materials.

Estimated Costs

Attached as **Figure #1** is our itemized cost breakdown for this project. We propose to provide the scope of services in this proposal for a lump sum of **$21,219.00**. This proposal assumes that boring locations are accessible to our truck mounted drill rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

Authorization

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #2)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call.

Sincerely,
LARRY M. JACOBS & ASSOCIATES, INC.



David Liechty, PE
Project Engineer

Attachments

Figure #1

Cost Breakdown

Client: Rebol-Battle

Project: Woodrun Bridges

Drilling/Field Services		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	$395 Ea	1	395.00
	26-75 Mi	$475 Ea		
	76-125 Mi	$550 Ea		
Standard Penetration Test Borings	0-40 Ft	$14 Ft	226	3,164.00
4@75', 1@30, and 6@6'	41-80 Ft	$16 Ft	140	2,240.00
	81-120 Ft	$20 Ft		
Tripod Borings	0-30 Ft	$21 Ft		
	31-60 Ft	$24 Ft		
Auger/Probe Borings		$13 Ft		
2-Man Drill Crew Mileage		$1 Mi		
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		$175 Hr		
Obtain Undisturbed/Shelby Tube Sample		$125 Ea		
Asphalt Coring and Patching		$75 /EA	11	825.00
MOT (Signs, Cones, & 2 Flagmen)		$985 Dy	5	4,925.00
Engineering Technician Mileage		$0.6 Mi		
			Drilling/Field Total	$11,549.00

Laboratory Testing Services			
Water Content	$20 Ea		
Sieve Analysis	$100 Ea	3	300.00
Wash #200 Sieve	$50 Ea		
Atterberg Limits (Inc. Moisture Content)	$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	$175 Ea		
Organic Content	$80 Ea		
Corrosion Series (pH, Chlorides, Sulfates, & Resistivity)	$200 Ea	1	200.00
Unconfined Compression Test	$200 Ea		
Basic Properties Testing Allowance	Lump Sum		900.00
		Laboratory Testing Total	$1,400.00

Engineering Services			
Senior Principal Geotechnical Engineer	$170 Hr		
Principal Geotechnical Engineer	$150 Hr	8	1,200.00
Project Engineer	$115 Hr	50	5,750.00
Project Manager	$105 Hr	8	840.00
CAD Technician	$60 Hr	8	480.00
		Engineering Total	$8,270.00

Total Estimated Cost	$21,219.00

Professional Services Agreement

Date	September 27, 2019
Project	Proposed Woodrun Bridges
Location	Escambia County, Florida

Scope	As per attached Proposal dated September 27, 2019
Cost	**$21,219.00**
Invoicing	Monthly, Payment Due Upon Receipt of Invoice

LMJ looks forward to working with you on this project. The attached **Terms and Conditions** are an integral part of this agreement, and by signing below you indicate your understanding and acceptance of these conditions. To authorize our services, please fill in the box section below, sign, and return one original signature copy to our office.

For **Larry M. Jacobs & Associates, Inc.**

Signed _____

(President)

PARTY RESPONSIBLE FOR PAYMENT:

Name (Title) _____ Phone (___) _____

Company _____

Address _____ Fax (___) _____

City, State _____ Zip Code _____

Signature: _____ Email _____

This Proposal is Valid for 90 Days

Figure #2

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees**,** hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of $50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Invoicing

Invoicing is on a monthly basis with payment due upon receipt of invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

Testing and Observations

Testing and observations are discrete sampling procedures and results only represent conditions at the depths, locations, and times the tests were performed. Client understands that testing and observations are not continuous or exhaustive and are conducted to reduce, but not eliminate, project risk. Client agrees to the level and amount of testing and observations performed and the associated risk. LMJ is not responsible for damages for services not performed due to failure to request or schedule by the Client. LMJ is not responsible for the quality and completeness of Client's contractor's work or the contractor's adherence to the project documents. LMJ's services do not relieve the Client's contractor from its responsibility for complying with the contract documents or from its responsibility for any defects discovered in its work or create a warranty or guarantee.

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

Project Understanding / Approach / Scope Clarification

Escambia County – Engineering Department
Woodrun Bridge Replacement & Drainage Improvements
Solicitation No.: PD 18-19.080

Rebol-Battle & Associates (RBA) proposes to provide engineering, permitting, and environmental services to develop construction plans for the Woodrun Subdivision Bridge Replacement and Drainage Improvements.

This document will serve as clarification to the Scope of Service contained in the PD 18-19.080 RLI Information Package. The project is to replace three bridges with either a culvert system or bridge that attempts to meet the 100-year criteria. It is anticipated that the existing roadway approaches to the bridges will need to be adjusted, utilities relocated, and roadway drainage updated. A qualitative assessment to evaluate the potential enhancements to the receiving stream will be included as part of the bridge replacements and will be implemented where feasible and practical. Additionally, public outreach and coordination of bridge closures will be included in our services.

Task 1 – Data Collection
Data collection includes a detailed review and compilation of existing background data and documents available for the project area which will be used in the design.

a) Review of Drainage Study Report for Scenic Hills Basin and Bridge Inspection Reports
b) Meet with Engineering Department and Public Works Department staff for input or maintenance and historical complaints.
c) Coordinate with County Surveyor and staff for the surveying data for project.
d) Drainage and Hydraulics – The hydraulics opening for each of the bridge locations will be based on the original Scenic Hills Basin Study. The Study provided the 100-year flood stage elevation based on a proposed box culvert size. These recommendations will be utilized to provide the County and the Contractor with the minimum road elevations and hydraulic openings at each of the stream crossings.
e) Structures - Select bridge design parameters for the replacement of three bridges, BIN 484083, 484084, and 484085. Prepare a bridge Typical Section, identify minimum vertical clearance and required hydraulic opening. Prepare a preliminary construction sequence to identify required maintenance of traffic during construction. Send preliminary bridge information to two companies to request preliminary structural design and cost estimates to be included in the plans. Design and produce foundation plans for the bridge type which is selected by the county.
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complete geotechnical investigation. The Consultant shall be responsible for the coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of final plans. All testing and classification will be performed in accordance with applicable County standards, ASTM Standards or AASHTO Standards, and the Florida Department of Transportation Soils and Foundations Handbook, unless otherwise specified. The Consultant shall develop a detailed boring location plan and meet with the County, if requested, for boring plan approval. Auger borings with water table readings, Standard Penetration Test (SPT) borings with water table readings and SPT borings for bridge decks, shall be performed, as applicable. The Consultant shall stake borings and cores and obtain utility clearance. Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses. The Consultant shall review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design. The evaluation, selection, detailed analysis and basis of the selected foundation alternative shall be provided in a Geotechnical Report and the BDR. The Consultant shall draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans. The Consultant shall prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans and Final Geotechnical Report. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

g) Traffic Control - Develop traffic control plans to allow Woodrun Road to remain open during construction.
h) Environmental - Provide for all required regulatory permitting, including permit fee allowances.
i) Conduct utility coordination, and plans-in-hand walk through with utility companies. Sue data will be done be Rebol-Battle & Associates as needed. Full SUE data by ISS will NOT be performed.
j) Develop 30%, 60% and final plans for each project phase for review by County.
k) Project construction will be phased, and plans shall include phasing to accommodate the three bridges individually, with a separate phase for Bayou drainage improvements.
l) Prioritization of separate construction phases considering available funds and necessity

Task 3 – 30% Design

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Task 4 – Public Involvement
RBA will provide drawings, questionnaires, and attend a project workshop with the home owners association after the 30% design phase to obtain public feedback on the proposed plans. Public involvement will also include the implementation of a web-based project page to track progress and to receive input form area residents.

Task 5 – 60% Design
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Task 6 – Utility Coordination
Upon completion of the 30% design and 60% design, we will have a plans-in-hand walk through of the job with the utility providers for coordination of adjustments or relocations.

Task 7 - Permitting
Permitting will include any required wetland, utility or infrastructure permitting that may be necessary for the project design through the regulatory agencies having jurisdiction.

Task 8 – Final Design
Once all permitting and public involvement is completed, the Final design plans will be completed. This task will allow design progression from 60% to Final. This task includes addressing any comments received by Escambia County during the 60% review process. Upon completion of this task, Final design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include final key sheet, general notes, summary of quantities, project details, project layout, roadway plan/profile, bridge sections and profiles, bridge details, drainage structures, pavement markings and signage, cross sections, and SWPPP. A Final cost estimate will also be provided. Prior to submittal, an internal Final QA/QC will be performed by an engineer not associated with the design of the project.

Final construction plans, bid documents including the bid tabulation and technical specifications will be provided. These documents will then be subject to a CDR review by Escambia County. This task includes revisions as necessary to produce final plans ready for bidding based upon the CDR.

OPTIONAL SERVICES

Task 9 – Post Design Services – Optional Service
This task includes attending pre-bid meeting, addressing RFI's that may be received during bidding, attending the bid opening, and providing a certified bid tab. This task also includes providing an as-built drawing from the contractors' markups.

Task 10 – Construction Inspection – Optional Service
This task includes any construction administration and observations that may be required or requested by County staff. Items included include are attendance at the pre-construction meeting, response to contractors RFI, shop drawing review, substantial completion inspection, final completion inspection, and permit certifications. If an as-built survey is desired or contractor markups are not provided, a fee for this service has been provided as an optional service under task 11.

Task 11 – Misc. Optional Services
Although they are not anticipated, the following services may be necessary through design and construction of the project. Neither RBA nor its sub-consultants will proceed with any of these items unless a NTP is obtained from Escambia County.

- As-built survey by RBA should contractor markups not be provided or if County desires a survey of the improvements.
- Additional public involvement services beyond the scope of task 4.

Task 12 – Hydraulic Analysis - Optional Service
Mott MacDonald will develop a HEC-RAS model for the three bridge crossings and provide the minimum required hydraulic opening. Mott MacDonald will need to delineate basin areas, time of concentrations, storage nodes, and runoff coefficients. Mott MacDonald will prepare an abbreviated bridge hydraulic report (BHR), which will include all three bridge replacement locations. Additionally the County will provide any additional survey required creation of the hydraulic model.

Deliverables:

a) Project schedule in MS Project format
b) Provide geotechnical Reports on soil data
c) 30% conceptual design
d) Utility coordination and plans-in-hand walk through with utility companies following 60% submittal.
e) Cost estimates at 60% and Final.
f) All required permitting

g) Final plans with SUE and utility matrix (does not include structural superstructure plans)
h) Bid Package with bid tab and all bid documents, including final plans (Provide quantity tables and final cost estimate) required for bidding.
i) Tabulated bid tab of bids received
j) Released for construction plans
k) As-built certification

Woodrun Birdge Replacement & Drainage Improvements
With Optional Hydraulic Analysis

September 30, 2019

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Sub-Consultants	Prime Consultant
	Rate	$123.55	Rate	$117.70	Rate	$75.51	Rate	$67.74	Rate	$50.84	Rate	$82.54	Rate	$66.40	Rate	$137.09		
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal		
TASK 1 - Data Collection																		
Obtain existing plats, basin study, surveys, deeds, etc	1	$123.55	1	$117.70					1	$50.84			3	$199.20				$491.29
Project meetings through design process	1	$123.55	16	$1,883.20													$2,100.00	$2,006.75
Geotechnical Invesitagation - See geotechnical subconsultant scope																	$21,219.00	
Coordination with County Surveyo	2	$247.10	4	$470.80			8	$541.92					4	$265.60				$1,525.42
Coordination with Geotechnical Consultan	1	$123.55	3	$353.10														$476.65
SUE Services																	$5,000.00	
SUE Locates	1	$123.55	2	$235.40			4	$270.96										$629.91
Totals	6		26				12		1				7			Task Subtotal	**$28,319.00**	**$5,130.02**
TASK 2 - Surveying																		
Not included																		
Totals																Task Subtotal		
TASK 3 - 30% Design																		
Develop Horizontal Base Alignmen	1	$123.55	2	$235.40	4	$302.04	16	$1,083.84										$1,744.83
Develop Traffic Control																	$3,360.00	
Structural Design																	$18,056.00	
Hydraulic Analysis																	$7,560.00	
Prepare 30% Construction Plans	4	$494.20	16	$1,883.20	32	$2,416.32	64	$4,335.36										$9,129.08
Plans in hand design walk through	4	$494.20	4	$470.80													$700.00	$965.00
30% QAQC					6	$453.06												$453.06
Incorporate 30% QAQC review comments			4	$470.80			8	$541.92										$1,012.72
Prepare and submit 30% package to County	2	$247.10							1	$50.84								$297.94
Totals	11		26		42		88		1							Task Subtotal	**$29,676.00**	**$13,602.63**
TASK 4 - Public Involvement																		
Develop public reviewable drawings	1	$123.55	4	$470.80			12	$812.88										$1,407.23
Develop questionnaires	1	$123.55	2	$235.40	2	$151.02			2	$101.68								$611.65
Prepare for and attend public meeting	4	$494.20	8	$941.60													$1,840.00	$1,435.80
Create project webpage for project info	3	$370.65	6	$706.20					8	$406.72								$1,483.57
Review questionnaires and provide summary to County	2	$247.10			4	$302.04			4	$203.36								$752.50
Totals	11		20		6		12		14							Task Subtotal	**$1,840.00**	**$5,690.75**
TASK 5 - 60% Design Plans																		
Address and Incorporate 30% Review Comments from County			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Develop Traffic Control																	$2,240.00	
Structural Design																	$18,056.00	
Hydraulic Analysis																	$1,890.00	
Stormwater Conveyance Design	2	$247.10	8	$941.60	24	$1,812.24	4	$270.96										$3,271.90
Prepare 60% Construction Plans	6	$741.30	12	$1,412.40	24	$1,812.24	56	$3,793.44										$7,759.38
Plans in hand design walk through	4	$494.20	4	$470.80													$700.00	$965.00
Prepare 60% cost estimate	2	$247.10	2	$235.40	8	$604.08	2	$135.48										$1,222.06
60% QAQC					8	$604.08												$604.08
Incorporate 60% QAQC review comments			4	$470.80			8	$541.92										$1,012.72
Prepare and submit 60% package to County	2	$247.10							1	$50.84								$297.94
Totals	16		32		68		78		1							Task Subtotal	**$22,886.00**	**$16,212.44**
TASK 6 - Utility Coordination																		
Coordination of relocations and adjustments with providers	8	$988.40	24	$2,824.80			40	$2,709.60	2	$101.68								$6,624.48
Totals	8		24				40		2							Task Subtotal		**$6,624.48**
TASK 7 - Permitting																		
ACOE/DEP Wetland Permitting - See Wetland Sciences scope (includes permit fees)																	$5,355.23	
Prepare (3) ACOE Dredge & Fill Drawings for (3) Permits	3	$370.65	9	$1,059.30			24	$1,625.76										$3,055.71
Address ACOE permitting comments	1	$123.55	2	$235.40			8	$541.92										$900.87
Resubmit ACOE permitting package	0.5	$61.78	2	$235.40					1	$50.84								$348.02
DEP Notice General Permit Permitting	2	$247.10	8	$941.60			8	$541.92										$1,730.62
Address DEP permitting comments	1	$123.55	2	$235.40			8	$541.92										$900.87
Resubmit DEP permitting package	0.5	$61.78	2	$235.40					1	$50.84								$348.02
Totals	8		25				48		2							Task Subtotal	**$5,355.23**	**$7,284.10**
TASK 8 - Final Design																		
Address and Incorporate 60% Review Comments from County			1	$117.70	4	$302.04	8	$541.92										$961.66
Develop Traffic Control																	$1,120.00	
Structural Design																	$9,028.00	
Stormwater Conveyance Design	1	$123.55	4.0	$470.80	8	$604.08	2	$135.48										$1,333.91
Prepare Final Construction Plans	4	$494.20	6	$706.20	12	$906.12	48	$3,251.52										$5,358.04
Plans in hand design walk through	4	$494.20	4	$470.80													$700.00	$965.00
Prepare Final cost estimate	2	$247.10	2	$235.40	8	$604.08												$1,086.58
100% QAQC					6	$453.06												$453.06
Incorporate 60% QAQC review comments			4	$470.80			8	$541.92										$1,012.72
Prepare and submit Final package to County	1	$123.55							1	$50.84								$174.39
Address CDR Comments			1	$117.70	2	$151.02	4	$270.96										$539.68
Prepare and submit final package to County for procuremen	2	$247.10	2	$235.40			4	$270.96	1	$50.84								$804.30
Totals	14		24		40		74		2							Task Subtotal	**$10,848.00**	**$12,689.34**

Optional Services (Task 9-12)

TASK 9- Post Design Services - Optional Services

Bidding Services (tech specs, bid tab, pre-bid, RFI's, Bid Opening, Bid Tab Certification	2	$247.10	12	$1,412.40					2	$101.68							$1,400.00	$1,761.18
As-built drawing from contractor's markups	2	$247.10	4	$470.80	6	$453.06	32	$2,167.68									$2,728.00	$3,338.64
Totals	4		16		6		32		2							Task Subtotal	**$4,128.00**	**$5,099.82**

TASK 10 - Construction Inspection - Optional Services

Attend pre-construction meeting	4	$494.20	4	$470.80													$1,260.00	$965.00
Site visits/meetings during construction	6	$741.30	48	$5,649.60														$6,390.90
Address RFI's	4	$494.20	12	$1,412.40													$3,920.00	$1,906.60
Review shop drawings and/or change orders	4	$494.20	8	$941.60													$9,800.00	$1,435.80
Substantial completion inspection	4	$494.20	4	$470.80														$965.00
Final completion inspection	4	$494.20	4	$470.80														$965.00
Permit certifications	1	$123.55	4	$470.80	4	$302.04												$896.39
Totals	27		84		4											Task Subtotal	**$14,980.00**	**$13,524.69**

TASK 11-Misc. Optional Services

Additional Public Involvement Meeting	6	$741.30	12	$1,412.40	16	$1,208.16	8	$541.92	12	$610.08							$750.00	$4,513.86
As-built survey											3	$247.62	24	$1,593.60	32	$4,386.88		$6,228.10
Totals	6		12		16		8		12		3		24		32	Task Subtotal	**$750.00**	**$10,741.96**

TASK 12- Hydraulic Analysis - Optional Services

Basin Calcs, HEC-RAS Modeling, Abbreviaited Report and Exhibits	1	$123.55	2.0	$235.40			4	$270.96									$50,420.00	$629.91
Totals	1		2				4									Task Subtotal	**$50,420.00**	**$629.91**

Subconsultant - Basic Services Total	$98,924.23
Prime - Basic Services Total	$67,233.76
Basic Services Total	**$166,157.99**
Total Optional Services	**$100,274.38**
Contract Total	**$266,432.37**

WETLAND SCIENCES INCORPORATED

August 15, 2019

Kevin Morgan.
Hatch Mott MacDonald
Mott MacDonald
220 West Garden Street
Suite 700
Pensacola FL 32502

Re: Scope and Fee Proposal
Woodrun Bridge Replacement
WSI Reference #2019-532

Dear Mr. Morgan,

As requested, the following is our proposed scope of services and estimated costs necessary to secure the required wetland resource permits for the 3 bridges that require replacement project within Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

SCOPE OF SERVICES

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, preparation of Joint Application for Works in the Waters of Florida and agency negotiations, as described above.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under ***33 CFR 320-330*** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C**. This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

TASK 2 – APPLICATION PREPARATION AND AGENCY NEGOTITIONS

Wetland Sciences, Inc. will prepare and submit to appropriate regulatory agencies necessary applications for both State and Federal wetland resource permits. The following is a brief summary of our proposed action plan:

State of Florida
The activity should qualify under the General Permit to Counties and Municipalities for Minor Bridge Alteration, Replacement, Maintenance, and Operation, *62-341.443 Florida Administrative Code*. To ensure coverage under

this general permit the replacement culvert must meet or exceed the horizontal and vertical clearance of the existing bridge. Wetland Sciences, Inc. will prepare a notice of intent to use the noticed general permit by submitting and completing Form *62-346.900(2), "Notice of Intent to Conduct a Noticed General Permit in Northwest Florida"*.

Federal

The activity should qualify under the Nationwide Permit #14 or Nationwide #3 Program. These permits authorize activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g. roads, highways, railways, trails, airport runways, and taxiways), and replacement of pilings in waters of the United States.

Both the State noticed general permit and Federal nationwide permit program authorize the discharge of up to ½ acre of non-tidal regulated wetlands. Impacts greater than ½ acre will required an individual permit. The exact form of authorization will be determined during the design process.

TASK 3 – GENERAL ASSESSMENT OF STREAM CONDITION

WSI will complete a qualitative assessment to evaluate the potential enhancements to the receiving stream. WSI will visually assess hydrogeomorphic and fluvial geomorphic characteristics such as active floodplain, width/depth ratios, bed elevation and floodplain storage and release. The visual parameters sampled will include: 1) Visual Channel Assessment; 2) Desktop Riparian Buffer Assessment; 3) Desktop Aquatic Use Assessment; 4) Visual Channel Alteration Assessment, and 5) Appropriateness of the Plant Community Structure. WSI will make general recommendations based on the findings of this qualitative assessment.

ESTIMATED FEES

The estimated costs to complete the services outlined above are presented in the following table.

Professional Personnel	Meeting Hours	Field Hours	Reporting Hours	Total Hours	Salary	Overhead	Profit	Billing Rate	Total
Sr. Scientist	8	16	16	40	$40.00	120.00%	10.00%	$96.80	$3,872.00
Environmental Specialist			8	8	$25.00	120.00%	10.00%	$60.50	$484.00
Project Assistant, Clerical			4	4	$16.00	120.00%	10.00%	$38.72	$154.88
	8	16	28	52	**Total Fees**				**$4,510.88**

Expenses	Number	Rate	Cost	Markup Percent	Cost				
Permit Fees	3	$250.00	$750.00	0.00%	$750.00				$750.00
Travel	185	$0.51	$94.35	0.00%	$94.35				$94.35
					Total Expenses				**$1,094.35**
					Total this task:				**5,355.23**

The stated fees include the DEP general permit application fee of $250 for each project. We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,

WETLAND SCIENCES, INC.



Keith Johnson
Sr. Scientist

Mott MacDonald - Labor Fee
Prime Consultant

Sub-Consultant Fees

Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Gemini Engineering (Lump Sum)	Fees
		$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 130.00	$ 90.00	$ 140.00						
	BASIC SERVICES														
TASK 1 -30															
	Traffic Control		24												3,360
	Structural Design (Structural Criteria and Foundation)	32	36	36	36										18,056
	Hydraulic Evaluation (using existing basin study)	12	12												3,780
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand 30% design walk Through	4													700
	Subtotal Hours =	52	72	36	36	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 26,596
TASK 2 - 60															
	Traffic Control		16												2,240
	Structural Design (Structural Criteria and Foundation)	32	36	36	36										18,056
	Hydraulic Evaluation (using existing basin study)	12	12												3,780
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand 60% design walk Through	4													700
	Attend Public Involvement preparation meeting with Escambia County	8			4										1,840
	Subtotal Hours =	60	64	36	40	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 27,316
TASK 3 - Final															
	Traffic Control		8												1,120
	Structural Design (Structural Criteria and Foundation)	16	18	18	18										9,028
	Hydraulic Evaluation (using existing basin study)	6	6												1,890
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand Final design walk Through	4													700
	Subtotal Hours =	30	32	18	18	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 13,438
TASK 4 - BIDDING															
	Respond to Contractor RFI's	16	8												3,920
	Review submitted bids (structural)	8													1,400
	Subtotal Hours =	24	8	-	-	-	-	-	-	-	-			-	
															Subtotal Labor Fee = $ 5,320
TASK 5 - CONSTRUCTION ADMINISTRATION															
	Prepare for and attend Pre-Construction Meeting	4	4												1,260
	Review shop drawings and change orders	40	20												9,800
	Review and submit Record Drawings from Contractor provided red-line mark-ups	8	4	8											2,728
	Subtotal Hours =	52	28	8	-	-	-	-	-	-	-	-	-	-	
															Subtotal Labor Fee = $ 13,788
															PROJECT TOTAL $ 86,458

10/10/2019
P:\2019\2019.139 ESCO-Woodrun Bridge\Documents\Esc County Scope & Fees\FINAL Scope, fee, Schdule\Sub Fees\Woodrun Bridge Replacement Fee MM 09112019

September 27, 2019

Mr. Paul Battle, PE
Rebol-Battle
Via email: paulb@rebol-battle.com

Subject: **Geotechnical Exploration Proposal**
Proposed Woodrun Bridges
Escambia County, Florida

Dear Paul:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site consists of the three existing stream crossings along Woodrun Road in Escambia County, Florida. We understand that the project consists of replacement of the existing bridges. The exact proposed bridge type was not determined at the time of this proposal, and the bridge details will reportedly be determined based on the results of a hydraulic analysis. Reportedly, one of the bridge crossings is expected to be replaced with a culvert. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- A site visit by our engineering staff.
- Locate the borings at the site.
- Obtain an Escambia County permit for work in the right-of-way.
- Notify registered utilities at the site (Sunshine). Non-registered or private utilities are the responsibility of the client to clear.
- Set up Maintenance of Traffic (MOT) including signs, cones, and two flagmen.
- Mobilize a truck mounted drill rig and drill team to the site.
- Core the existing asphalt pavement at the boring locations.
- Drill a total of five Standard Penetration Borings (SPT) borings at the bridge and culvert locations. Four borings are planned to be drilled to a depth of 75 feet (two at each bridge location) and one boring is planned to be drilled to a depth of 30 feet at the culvert location.
- Drill a total of six SPT or auger borings in the roadway approaches.
- Patch boring locations with cold-patch.
- Collect soil and creek water samples for FDOT Environmental Classification testing. Samples will be tested for pH, sulfate content, chloride content, and resistivity.

- Perform a visual classification of the soil samples obtained during our exploration.
- Run basic properties testing (moisture content, sieve analysis, Atterberg Limits, etc.) to assist in soil classification and to evaluate and document basic properties for our analysis.
- Analyze the field and laboratory data to provide recommendations for the project.

A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling.
- A discussion of laboratory test results including the D_{50} of sieve samples for scour analysis.
- The FDOT Environmental Classification for the superstructure and substructure.
- A discussion of site preparation techniques and construction considerations including general comments, excavation recommendations, dewatering/drainage, subgrade preparation, fill placement and compaction, etc.
- If shallow foundations are used: Shallow foundation recommendations including footing preparation, a recommended allowable soil bearing pressure, and estimated settlements, as needed.
- If pile supported structures are used: Pile recommendations including minimum tip elevation and anticipated pile length to achieve LRFD nominal resistance (R_n). Estimated pile settlement and pile group settlement. Recommended load testing and pile installation procedures including jetting/preforming. Soil parameters for lateral pile analysis by others. Check lateral analysis for correct soil property application.
- General pavement design recommendations including typical recommended materials, material compaction, and general recommended thicknesses of materials.

Estimated Costs

Attached as **Figure #1** is our itemized cost breakdown for this project. We propose to provide the scope of services in this proposal for a lump sum of **$21,219.00**. This proposal assumes that boring locations are accessible to our truck mounted drill rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

Authorization

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #2)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call.

Sincerely,
LARRY M. JACOBS & ASSOCIATES, INC.



David Liechty, PE
Project Engineer

Attachments

Figure #1

Cost Breakdown

Client: Rebol-Battle

Project: Woodrun Bridges

Drilling/Field Services		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	$395 Ea	1	395.00
	26-75 Mi	$475 Ea		
	76-125 Mi	$550 Ea		
Standard Penetration Test Borings	0-40 Ft	$14 Ft	226	3,164.00
4@75', 1@30, and 6@6'	41-80 Ft	$16 Ft	140	2,240.00
	81-120 Ft	$20 Ft		
Tripod Borings	0-30 Ft	$21 Ft		
	31-60 Ft	$24 Ft		
Auger/Probe Borings		$13 Ft		
2-Man Drill Crew Mileage		$1 Mi		
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		$175 Hr		
Obtain Undisturbed/Shelby Tube Sample		$125 Ea		
Asphalt Coring and Patching		$75 /EA	11	825.00
MOT (Signs, Cones, & 2 Flagmen)		$985 Dy	5	4,925.00
Engineering Technician Mileage		$0.6 Mi		
			Drilling/Field Total	$11,549.00

Laboratory Testing Services			
Water Content	$20 Ea		
Sieve Analysis	$100 Ea	3	300.00
Wash #200 Sieve	$50 Ea		
Atterberg Limits (Inc. Moisture Content)	$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	$175 Ea		
Organic Content	$80 Ea		
Corrosion Series (pH, Chlorides, Sulfates, & Resistivity)	$200 Ea	1	200.00
Unconfined Compression Test	$200 Ea		
Basic Properties Testing Allowance	Lump Sum		900.00
		Laboratory Testing Total	$1,400.00

Engineering Services			
Senior Principal Geotechnical Engineer	$170 Hr		
Principal Geotechnical Engineer	$150 Hr	8	1,200.00
Project Engineer	$115 Hr	50	5,750.00
Project Manager	$105 Hr	8	840.00
CAD Technician	$60 Hr	8	480.00
		Engineering Total	$8,270.00

Total Estimated Cost	$21,219.00

Professional Services Agreement

Date	September 27, 2019
Project	Proposed Woodrun Bridges
Location	Escambia County, Florida

Scope	As per attached Proposal dated September 27, 2019
Cost	**$21,219.00**
Invoicing	Monthly, Payment Due Upon Receipt of Invoice

LMJ looks forward to working with you on this project. The attached **Terms and Conditions** are an integral part of this agreement, and by signing below you indicate your understanding and acceptance of these conditions. To authorize our services, please fill in the box section below, sign, and return one original signature copy to our office.

For **Larry M. Jacobs & Associates, Inc.**

Signed _____

(President)

PARTY RESPONSIBLE FOR PAYMENT:

Name (Title) _____ Phone (___) _____

Company _____

Address _____ Fax (___) _____

City, State _____ Zip Code _____

Signature: _____ Email _____

This Proposal is Valid for 90 Days

Figure #2

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees**,** hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of $50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Invoicing

Invoicing is on a monthly basis with payment due upon receipt of invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

Testing and Observations

Testing and observations are discrete sampling procedures and results only represent conditions at the depths, locations, and times the tests were performed. Client understands that testing and observations are not continuous or exhaustive and are conducted to reduce, but not eliminate, project risk. Client agrees to the level and amount of testing and observations performed and the associated risk. LMJ is not responsible for damages for services not performed due to failure to request or schedule by the Client. LMJ is not responsible for the quality and completeness of Client's contractor's work or the contractor's adherence to the project documents. LMJ's services do not relieve the Client's contractor from its responsibility for complying with the contract documents or from its responsibility for any defects discovered in its work or create a warranty or guarantee.

Non-ADA Compliant

Woodrun Birdge Replacement & Drainage Improvements
With Optional Hydraulic Analysis

10/2/2019

Weeks from NTP

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 |
|---|---|---

Non-ADA Compliant

Weeks from NTP

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 |
|---|---|---

Non-ADA Compliant

Exhibit C: Project Schedule

Woodrun Birdge Replacement & Drainage Improvements
With Optional Hydraulic Analysis

10/2/2019

Weeks from NTP

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 |
|---|---|---

Non-ADA Compliant

Weeks from NTP

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 |
|---|---|---

Exhibit D: Fee Schedule

Non-ADA Compliant

Woodrun Birdge Replacement & Drainage Improvements With Optional Hydraulic Analysis

September 30, 2019

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Sub-Consultants	Prime Consultant
	Rate	$123.55	Rate	$117.70	Rate	$75.51	Rate	$67.74	Rate	$50.84	Rate	$82.54	Rate	$66.40	Rate	$137.09		
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal		
TASK 1 - Data Collection																		
Obtain existing plats, basin study, surveys, deeds, etc	1	$123.55	1	$117.70					1	$50.84			3	$199.20				$491.29
Project meetings through design process	1	$123.55	16	$1,883.20													$2,100.00	$2,006.75
Geotechnical Invesitagation - See geotechnical subconsultant scope																	$21,219.00	
Coordination with County Surveyo	2	$247.10	4	$470.80			8	$541.92					4	$265.60				$1,525.42
Coordination with Geotechnical Consultan	1	$123.55	3	$353.10														$476.65
SUE Services																	$5,000.00	
SUE Locates	1	$123.55	2	$235.40			4	$270.96										$629.91
Totals	6		26				12		1				7			Task Subtotal	**$28,319.00**	**$5,130.02**
TASK 2 - Surveying																		
Not included																		
Totals																Task Subtotal		
TASK 3 - 30% Design																		
Develop Horizontal Base Alignmen	1	$123.55	2	$235.40	4	$302.04	16	$1,083.84										$1,744.83
Develop Traffic Control																	$3,360.00	
Structural Design																	$18,056.00	
Hydraulic Analysis																	$7,560.00	
Prepare 30% Construction Plans	4	$494.20	16	$1,883.20	32	$2,416.32	64	$4,335.36										$9,129.08
Plans in hand design walk through	4	$494.20	4	$470.80													$700.00	$965.00
30% QAQC					6	$453.06												$453.06
Incorporate 30% QAQC review comments			4	$470.80			8	$541.92										$1,012.72
Prepare and submit 30% package to County	2	$247.10							1	$50.84								$297.94
Totals	11		26		42		88		1							Task Subtotal	**$29,676.00**	**$13,602.63**
TASK 4 - Public Involvement																		
Develop public reviewable drawings	1	$123.55	4	$470.80			12	$812.88										$1,407.23
Develop questionnaires	1	$123.55	2	$235.40	2	$151.02			2	$101.68								$611.65
Prepare for and attend public meeting	4	$494.20	8	$941.60													$1,840.00	$1,435.80
Create project webpage for project info	3	$370.65	6	$706.20					8	$406.72								$1,483.57
Review questionnaires and provide summary to County	2	$247.10			4	$302.04			4	$203.36								$752.50
Totals	11		20		6		12		14							Task Subtotal	**$1,840.00**	**$5,690.75**
TASK 5 - 60% Design Plans																		
Address and Incorporate 30% Review Comments from County			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Develop Traffic Control																	$2,240.00	
Structural Design																	$18,056.00	
Hydraulic Analysis																	$1,890.00	
Stormwater Conveyance Design	2	$247.10	8	$941.60	24	$1,812.24	4	$270.96										$3,271.90
Prepare 60% Construction Plans	6	$741.30	12	$1,412.40	24	$1,812.24	56	$3,793.44										$7,759.38
Plans in hand design walk through	4	$494.20	4	$470.80													$700.00	$965.00
Prepare 60% cost estimate	2	$247.10	2	$235.40	8	$604.08	2	$135.48										$1,222.06
60% QAQC					8	$604.08												$604.08
Incorporate 60% QAQC review comments			4	$470.80			8	$541.92										$1,012.72
Prepare and submit 60% package to County	2	$247.10							1	$50.84								$297.94
Totals	16		32		68		78		1							Task Subtotal	**$22,886.00**	**$16,212.44**
TASK 6 - Utility Coordination																		
Coordination of relocations and adjustments with providers	8	$988.40	24	$2,824.80			40	$2,709.60	2	$101.68								$6,624.48
Totals	8		24				40		2							Task Subtotal		**$6,624.48**
TASK 7 - Permitting																		
ACOE/DEP Wetland Permitting - See Wetland Sciences scope (includes permit fees)																	$5,355.23	
Prepare (3) ACOE Dredge & Fill Drawings for (3) Permits	3	$370.65	9	$1,059.30			24	$1,625.76										$3,055.71
Address ACOE permitting comments	1	$123.55	2	$235.40			8	$541.92										$900.87
Resubmit ACOE permitting package	0.5	$61.78	2	$235.40					1	$50.84								$348.02
DEP Notice General Permit Permitting	2	$247.10	8	$941.60			8	$541.92										$1,730.62
Address DEP permitting comments	1	$123.55	2	$235.40			8	$541.92										$900.87
Resubmit DEP permitting package	0.5	$61.78	2	$235.40					1	$50.84								$348.02
Totals	8		25				48		2							Task Subtotal	**$5,355.23**	**$7,284.10**
TASK 8 - Final Design																		
Address and Incorporate 60% Review Comments from County			1	$117.70	4	$302.04	8	$541.92										$961.66
Develop Traffic Control																	$1,120.00	
Structural Design																	$9,028.00	
Stormwater Conveyance Design	1	$123.55	4.0	$470.80	8	$604.08	2	$135.48										$1,333.91
Prepare Final Construction Plans	4	$494.20	6	$706.20	12	$906.12	48	$3,251.52										$5,358.04
Plans in hand design walk through	4	$494.20	4	$470.80													$700.00	$965.00
Prepare Final cost estimate	2	$247.10	2	$235.40	8	$604.08												$1,086.58
100% QAQC					6	$453.06												$453.06
Incorporate 60% QAQC review comments			4	$470.80			8	$541.92										$1,012.72
Prepare and submit Final package to County	1	$123.55							1	$50.84								$174.39
Address CDR Comments			1	$117.70	2	$151.02	4	$270.96										$539.68
Prepare and submit final package to County for procuremen	2	$247.10	2	$235.40			4	$270.96	1	$50.84								$804.30
Totals	14		24		40		74		2							Task Subtotal	**$10,848.00**	**$12,689.34**

Optional Services (Task 9-12)

TASK 9- Post Design Services - Optional Services

Bidding Services (tech specs, bid tab, pre-bid, RFI's, Bid Opening, Bid Tab Certification	2	$247.10	12	$1,412.40					2	$101.68							$1,400.00	$1,761.18
As-built drawing from contractor's markups	2	$247.10	4	$470.80	6	$453.06	32	$2,167.68									$2,728.00	$3,338.64
Totals	4		16		6		32		2							Task Subtotal	**$4,128.00**	**$5,099.82**

TASK 10 - Construction Inspection - Optional Services

Attend pre-construction meeting	4	$494.20	4	$470.80													$1,260.00	$965.00
Site visits/meetings during construction	6	$741.30	48	$5,649.60														$6,390.90
Address RFI's	4	$494.20	12	$1,412.40													$3,920.00	$1,906.60
Review shop drawings and/or change orders	4	$494.20	8	$941.60													$9,800.00	$1,435.80
Substantial completion inspection	4	$494.20	4	$470.80														$965.00
Final completion inspection	4	$494.20	4	$470.80														$965.00
Permit certifications	1	$123.55	4	$470.80	4	$302.04												$896.39
Totals	27		84		4											Task Subtotal	**$14,980.00**	**$13,524.69**

TASK 11-Misc. Optional Services

Additional Public Involvement Meeting	6	$741.30	12	$1,412.40	16	$1,208.16	8	$541.92	12	$610.08							$750.00	$4,513.86
As-built survey											3	$247.62	24	$1,593.60	32	$4,386.88		$6,228.10
Totals	6		12		16		8		12		3		24		32	Task Subtotal	**$750.00**	**$10,741.96**

TASK 12- Hydraulic Analysis - Optional Services

Basin Calcs, HEC-RAS Modeling, Abbreviaited Report and Exhibits	1	$123.55	2.0	$235.40			4	$270.96									$50,420.00	$629.91
Totals	1		2				4									Task Subtotal	**$50,420.00**	**$629.91**

Subconsultant - Basic Services Total	$98,924.23
Prime - Basic Services Total	$67,233.76
Basic Services Total	**$166,157.99**
Total Optional Services	**$100,274.38**
Contract Total	**$266,432.37**

Mott MacDonald - Labor Fee
Prime Consultant

Sub-Consultant Fees

Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Gemini Engineering (Lump Sum)	Fees
		$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 130.00	$ 90.00	$ 140.00						
	BASIC SERVICES														
TASK 1 -30															
	Traffic Control		24												3,360
	Structural Design (Structural Criteria and Foundation)	32	36	36	36										18,056
	Hydraulic Evaluation (using existing basin study)	12	12												3,780
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand 30% design walk Through	4													700
	Subtotal Hours =	52	72	36	36	-	-	-	-	-	-	-	-	-	**Subtotal Labor Fee = $ 26,596**
TASK 2 - 60															
	Traffic Control		16												2,240
	Structural Design (Structural Criteria and Foundation)	32	36	36	36										18,056
	Hydraulic Evaluation (using existing basin study)	12	12												3,780
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand 60% design walk Through	4													700
	Attend Public Involvement preparation meeting with Escambia County	8			4										1,840
	Subtotal Hours =	60	64	36	40	-	-	-	-	-	-	-	-	-	**Subtotal Labor Fee = $ 27,316**
TASK 3 - Final															
	Traffic Control		8												1,120
	Structural Design (Structural Criteria and Foundation)	16	18	18	18										9,028
	Hydraulic Evaluation (using existing basin study)	6	6												1,890
	Attendance at four 2hr meetings Escambia County Meetings	4													700
	Plans in hand Final design walk Through	4													700
	Subtotal Hours =	30	32	18	18	-	-	-	-	-	-	-	-	-	**Subtotal Labor Fee = $ 13,438**
TASK 4 - BIDDING															
	Respond to Contractor RFI's	16	8												3,920
	Review submitted bids (structural)	8													1,400
	Subtotal Hours =	24	8	-	-	-	-	-	-	-	-			-	**Subtotal Labor Fee = $ 5,320**
TASK 5 - CONSTRUCTION ADMINISTRATION															
	Prepare for and attend Pre-Construction Meeting	4	4												1,260
	Review shop drawings and change orders	40	20												9,800
	Review and submit Record Drawings from Contractor provided red-line mark-ups	8	4	8											2,728
	Subtotal Hours =	52	28	8	-	-	-	-	-	-	-	-	-	-	**Subtotal Labor Fee = $ 13,788**
															PROJECT TOTAL $ 86,458

10/10/2019
P:\2019\2019.139 ESCO-Woodrun Bridge\Documents\Esc County Scope & Fees\FINAL Scope, fee, Schdule\Sub Fees\Woodrun Bridge Replacement Fee MM 09112019

Solicitation: PD 18-19.080 Woodrun Bridge Replacement and Drainage Improvement Project

Committee Evaluation	American Consulting Engineers of Florida, LLC	Rebol-Battle & Associates	Volkert, Inc
Individual Committee Member Scores			
Derek Fox	72	88	76
Chris Curb	68	96	76
Cooper Saunders	76	80	84
Total	216	264	236
Individual Committee Member Ranking Based on Scores			
Derek Fox	3	1	2
Chris Curb	3	1	2
Cooper Saunders	3	2	1
Total	9	4	5
Final Ranking	3	1	2

Derek Fox

							American Consulting Engineers of Florida, LLC		Rebot-Battle & Associates		Volkert, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Discuss your approach to bridge type selection and roadway design given general criteria in the project scope and presuming an incerase in bridge elevation and bridge construction phasing.	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.	20%	3	12	5	20	4	16
Identify the primary drainage issues in Thompson Creek watercourse and describe your strategy for incorporating stream restoration opportunities within that drainage system.	Response to drainage issues is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	Response to drainage issues mostly meets the organization's needs.	Response to drainage issues nearly meets all of the organization's needs.	Response to drainage issues unconditionally meets the organization's needs.	20%	4	16	5	20	4	16
This project involves bridges in a subdivision with only one current entry. Describe your experience, strategies and approach for bridges with limited R/W and/or detour options that allow for constructibility while controlling costs so that resident access is maintained throughout the project duration.	Strategy suggestions are wholly unacceptable for the organization's needs.	Strategy suggestions represents a low understanding of the work to be performed.	Strategy suggestions response represents a fair understanding of the work to be performed.	Strategy suggestions response represents a good understanding of the work to be performed.	Strategy suggestions response represents an outstanding understanding of the work to be performed.	20%	4	16	4	16	4	16
Describe your project specific strategies for identifying and minimizing project risks and costs through course of design on this project. Include project specific examples with ideas for mitigating risk and cost in the major area of constraint identified above.	Strategy suggestions for minimization of costs and risks are wholly unacceptable for the organization's needs.	Significant portion(s) of the proposed minimization of risks and costs are unacceptable for the organization's needs.	Minimization of costs and risks mostly meets the organization's needs.	Minimization of costs and risks suggestions nearly meets all of the organization's needs.	Minimization of costs and risks suggestions are unconditionally acceptable for the organization's needs.	20%	4	16	4	16	4	16
Describe your concept of a public involvement plan and concept of managing community concerns and expectations during this specific project.	Involvement plan and community concerns management are wholly unaccpeptable for the organization's needs.	Involvement plan and community concerns management represent a low understanding of expectations.	Involvement plan and community concerns management mostly meets organization's needs.	Involvement plan and community concerns management nearly meets all of the organization's needs	Involvement plan and community concerns management are unconditionally acceptabe for the organization's needs	20%	3	12	4	16	3	12
								72		88		76

Chris Curb

							American Consulting Engineers of Florida, LLC		Rebot-Battle & Associates		Volkert, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Discuss your approach to bridge type selection and roadway design given general criteria in the project scope and presuming an incerase in bridge elevation and bridge construction phasing.	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.	20%	3	12	5	20	4	16
Identify the primary drainage issues in Thompson Creek watercourse and describe your strategy for incorporating stream restoration opportunities within that drainage system.	Response to drainage issues is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	Response to drainage issues mostly meets the organization's needs.	Response to drainage issues nearly meets all of the organization's needs.	Response to drainage issues unconditionally meets the organization's needs.	20%	4	16	5	20	3	12
This project involves bridges in a subdivision with only one current entry. Describe your experience, strategies and approach for bridges with limited R/W and/or detour options that allow for constructibility while controlling costs so that resident access is maintained throughout the project duration.	Strategy suggestions are wholly unacceptable for the organization's needs.	Strategy suggestions represents a low understanding of the work to be performed.	Strategy suggestions response represents a fair understanding of the work to be performed.	Strategy suggestions response represents a good understanding of the work to be performed.	Strategy suggestions response represents an outstanding understanding of the work to be performed.	20%	4	16	5	20	3	12
Describe your project specific strategies for identifying and minimizing project risks and costs through course of design on this project. Include project specific examples with ideas for mitigating risk and cost in the major area of constraint identified above.	Strategy suggestions for minimization of costs and risks are wholly unacceptable for the organization's needs.	Significant portion(s) of the proposed minimization of risks and costs are unacceptable for the organization's needs.	Minimization of costs and risks mostly meets the organization's needs.	Minimization of costs and risks suggestions nearly meets all of the organization's needs.	Minimization of costs and risks suggestions are unconditionally acceptable for the organization's needs.	20%	3	12	4	16	5	20
Describe your concept of a public involvement plan and concept of managing community concerns and expectations during this specific project.	Involvement plan and community concerns management are wholly unaccpeptable for the organization's needs.	Involvement plan and community concerns management represent a low understanding of expectations.	Involvement plan and community concerns management mostly meets organization's needs.	Involvement plan and community concerns management nearly meets all of the organization's needs	Involvement plan and community concerns management are unconditionally acceptabe for the organization's needs	20%	3	12	5	20	4	16
								68		96		76

Cooper Saunders

							American Consulting Engineers of Florida, LLC		Rebot-Battle & Associates		Volkert, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Discuss your approach to bridge type selection and roadway design given general criteria in the project scope and presuming an incerase in bridge elevation and bridge construction phasing.	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.	20%	4	16	5	20	5	20
Identify the primary drainage issues in Thompson Creek watercourse and describe your strategy for incorporating stream restoration opportunities within that drainage system.	Response to drainage issues is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	Response to drainage issues mostly meets the organization's needs.	Response to drainage issues nearly meets all of the organization's needs.	Response to drainage issues unconditionally meets the organization's needs.	20%	3	12	3	12	4	16
This project involves bridges in a subdivision with only one current entry. Describe your experience, strategies and approach for bridges with limited R/W and/or detour options that allow for constructibility while controlling costs so that resident access is maintained throughout the project duration.	Strategy suggestions are wholly unacceptable for the organization's needs.	Strategy suggestions represents a low understanding of the work to be performed.	Strategy suggestions response represents a fair understanding of the work to be performed.	Strategy suggestions response represents a good understanding of the work to be performed.	Strategy suggestions response represents an outstanding understanding of the work to be performed.	20%	4	16	4	16	4	16
Describe your project specific strategies for identifying and minimizing project risks and costs through course of design on this project. Include project specific examples with ideas for mitigating risk and cost in the major area of constraint identified above.	Strategy suggestions for minimization of costs and risks are wholly unacceptable for the organization's needs.	Significant portion(s) of the proposed minimization of risks and costs are unacceptable for the organization's needs.	Minimization of costs and risks mostly meets the organization's needs.	Minimization of costs and risks suggestions nearly meets all of the organization's needs.	Minimization of costs and risks suggestions are unconditionally acceptable for the organization's needs.	20%	4	16	4	16	4	16
Describe your concept of a public involvement plan and concept of managing community concerns and expectations during this specific project.	Involvement plan and community concerns management are wholly unaccpeptable for the organization's needs.	Involvement plan and community concerns management represent a low understanding of expectations.	Involvement plan and community concerns management mostly meets organization's needs.	Involvement plan and community concerns management nearly meets all of the organization's needs	Involvement plan and community concerns management are unconditionally acceptabe for the organization's needs	20%	4	16	4	16	4	16
								76		80		84

Select Search PD 18-19-080 **Tagged** <all>

Subject: **Public Notice PD 18-19.080**
Date: **20190710 @ 15:51**

	Firm ID	Firm Name	POC	Email
1	203664317	ACC of Florida, Inc. (DBA Atla	Raymond J. Lotito, CET	rlotito@atlcc.net
2	262747111	Aerostar SES LLC	Shawna Newman	snewman@aerostar.net
3	043682340-01	American Consulting Engineers	Tracy Boutwell, PE Kari Tharpe, PE Aimee Larson	tboutwell@acp-fl.com ktharpe@acp-fl.com alarson@acp-fl.com
4	043682340-03	American Consulting Engineers	Jeff Novotny, PE, AICP Janet Valentine	jnovotny@ace-fla.com jvalentine@ace-fla.com
5	043682340-02	American Consulting Engineers	John Kilgore, PE	jkilgore@ace-fla.com
6	043682340-04	American Consulting Engineers	Chris O'Reilly, PE	coreilly@ace-fla.com
7	043682340	American Consulting Engineers	Ryan R. Forrestel, PE Dana Heck	rforrestel@acp-fl.com dheck@acp-fl.com
8	651167239	American Consulting Engineers	Tracy Boutwell Kari Tharpe Aimee Larson	tboutwell@acp-fl.com ktharpe@acp-fl.com alarson@acp-fl.com
9	570373224-02	Arcadis U.S., Inc.	Leah Martineau	leah.martineau@arcadis.com
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11	570373224-00	ARCADIS U.S., Inc. (U.S. Corpo	Monica Dupre	monica.dupre@arcadis-us.com
12	824195994	ArcDMC Sediment Solutions, LLC	Shailesh K. Patel John F. Sawyer	spatel@arcdmcsediment.com jsawyer@arcdmcsediment.com
13	590896138	Atkins North America, Inc. (Pe	David Haight, FAICP Gregory S. Allen, PE	david.haight@atkinsglobal.com gregory.allen@atkinsglobal.com
14	620525827	Barge, Waggoner, Sumner and Ca	Paula E. Harris, CPSM	paula.harris@bwsc.net
15	590857184	Baskerville-Donovan, Inc.	Jim Waite Gina Alford-Dickerson Mike Langston, PE	jwaite@baskervilledonovan.com gdickerson@baskervilledonovan.com mlangston@baskervilledonovan.com
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17	010717437	Berube Leonard, LLC	Nathan Berube, PE Steve Leonard, PE	nate@blse.net steve@blse.net
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19	592367433-01	Cardno TBE	Roger B. Register Beth Norman Connie A. Lasher	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com
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21	592343737-02	Connelly & Wicker Inc.	Rick Welch, P.E. John Lewis, P.E. Tyler Strickland, P.E.	rwelch@cwieng.com jlewis@cwieng.com tstrickland@cwieng.com
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24	130746510-10	Dewberry Engineers Inc.	Christopher Cirrotti, LEED AP	ccirrotti@dewberry.com

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30	001020003	Enlightened Software, Inc.	Bill Cooke Theresa Sidwell	enlightened@cfl.rr.com tsidwell@enlightenedsoftware.com
31	581402235-00	EnSafe Inc.	James N. Speakman, PhD, PE Phillip G. Coop, CHMM Mark Swantko	jspeakman@ensafe.com pcoop@ensafe.com mswantko@ensafe.com
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35	592921038-12	Environmental Consulting & Tec	Mark A. Culbreth, P.G.	mculbreth@ectinc.com
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40	592905088	Geci & Associates Engineers, I	Steve Geci	stevegeci@geciengineering.com
41	592355134-05	Geosyntec Consultants	Jill Johnson, P.G. Nandra Weeks, P.E.	jjohnson@geosyntec.com nweeks@geosyntec.com
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43	593453881-00	GGI, LLC dba Genesis	Mark T. Llewellyn Sr., P.E. Tracy Forester	Mark@GenesisGroup.com TForester@GenesisGroup.com
44	651319891-00	GIT CONSULTING LLC	Georgio Tachiev	georgio@gitconsuting.net
45	630906620	Goodwyn, Mills and Cawood, Inc	Lee Walters Ashley Morris	Lee.Walters@gmcnetwork.com Ashley.Morris@gmcnetwork.com
46	300133572	Gortemoller Engineering, Inc.	Dexter Gortemoller, P.E. Nate McKinley	dgortemoller@gorteng.com nmckinley@gorteng.com
47	520818093-02	Greenhorne & O'Mara, Inc.	H. Edward Prescott, P.E. Brian Lemieux, P.E. Linda Y. Graham	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com
48	520818093	Greenhorne & O'Mara, Inc.	Mark Tomczyk, P.E.	mtomczyk@g-and-o.com

49	520818093-04	Greenhorne & O'Mara, Inc.	H. Edward Prescott, P.E. Brian Lemieux, P.E. Linda Y. Graham	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com
50	112537074	Greenman-Pedersen, Inc.	Scott M Deitche Sandra M. Bucklew, PE Robert Rupert, PE	sdeitche@gpinet.com sbucklew@gpinet.com rrupert@gpinet.com
51	461221575	Gulf Civil Engineering, LLC	Erica Floyd, P.E.	erica@gulfcivileng.com
52	593757755	Hammond Engineering, Inc.	Thomas G. Hammond, Jr., PE Ryan L. Sieg	tom@selanddesign.com ryan@selanddesign.com
53	470741232	HDR CCC	Bryan Estock Marc Silva Mari Bonbrest	bryan.estock@hdrinc.com marc.silva@hdrinc.com mari.bonbrest@hdrinc.com
54	470680568-01	HDR Engineering, Inc	Carol Worsham, Vice President Mark Roberts,PE Amanda Goetz	Carol.Worsham@hdrinc.com Mark.Roberts@hdrinc.com Amanda.Goetz@hdrinc.com
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57	941730361	ICF Jones & Stokes, Inc.	James Harmon Kimberly Davis Elizabeth Diller	Epcrm@icf.com Kimberly.Davis@icf.com Elizabeth.Diller@icf.com
58	474769416	Icon Construction Services, LL	Bob Worley, P.E. Bob Worley, P.E.	bob.worley@iconcs.us worley25@cox.net
59	593221706-01	Infrastructure Engineers, Inc.	Ronald Weidler, Jr., PE	rweidler@go-iei.com
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61	593221706-03	Infrastructure Engineers, Inc.	Gregory Peschong, PE	gpeschong@go-iei.com
62	593221706-02	Infrastructure Engineers, Inc.	Frank Hickson, PE Christopher Howard, PE	fhickson@go-iei.com choward@go-iei.com
63	581286525	Integrated Science & Engineeri	Wade Burcham, PE	wburcham@intse.com
64	954081636-01	Jacobs Engineering Group, Inc	Daniel L. Broxson	daniel.broxson@jacobs.com
65	592255441	jehle-halstead, inc.	Donald P. Jehle, P.E., CEO Glenn P. Halstead, P.E., President D. Patrick Jehle, Jr., P.E. V-P	djehle@jehle-halstead.com ghalstead@jehle-halstead.com pjehle@jehle-halstead.com
66	264635662	JMA Engineering Services, Inc.	Jerry W. McGuire	jerry@mcguire-assoc.com
67	020665239	Joe DeReuil Associates	Joe DeReuil, P.E.	jd@jdstructures.com
68	591533071-01	Jones Edmunds & Associates, In	Mickhael S. Sulayman, PE	msulayman@jonesedmunds.com
69	591533071-03	Jones Edmunds & Associates, In	Richard N. Koller, PE	rkoller@jonesedmunds.com
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77	560885615-04	Kimley-Horn and Associates, In	Debra Preble	debra.preble@kimlley-horn.com
78	591677145	Kisinger Campo & Associates, C	Paul Foley, PE Patrick Mulhearn	pfoley@kisingercampo.com pmulhearn@kisingercampo.com
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80	680146861-02	MACTEC Engineering and Consult	Brian J. DuChene	bjduchene@macte.com
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82	680146861-03	MACTEC Engineering and Consult	David B. Goershel	dbgoershel@mactec.com
83	680146861-04	MACTEC Engineering and Consult	Mark C. Diblin	mcdiblin@mactec.com
84	562136769-05	McKim & Creed	Scott Czubkowski, PE, LEED AP	sczubkowski@mckimcreed.com
85	562136769-03	McKim & Creed, Inc.	Robert Garland, PE, ENV SP, DBIA	rgarland@mckimcreed.com
86	562136769-02	McKim & Creed, Inc.	Thomas Halstead, PSM	thalstead@mckimcreed.com
87	562136769	McKim & Creed, Inc.	Matthew Daves, PE, LEED AP, CBCP	mdaves@mckimcreed.com
88	562136769-06	McKim & Creed, Inc.	A. Street Lee, PE, ENV SP	slee@mckimcreed.com
89	562136769-04	McKim & Creed, Inc. (formerly	D. Patrick Jehle, Jr., PE	pjehle@mckimcreed.com
90	650563467	Miller Legg	Jon Walls, RLA Barry Wilcox, AICP Cara Pasquale	jwalls@millerlegg.com bwilcox@millerelegg.com cpasquale@millerlegg.com
91	951951343-00	Moffatt & Nichol	Darrell Nance, PE	dnance@moffattnichol.com
92	591294824	Mott MacDonald Florida, LLC	David Skipper Lauren Briggs Steven White	david.skipper@mottmac.com lauren.briggs@mottmac.com steven.white@mottmac.com
93	562286871	MRD ASSOCIATES, INC.	Michael Dombrowski, P.E.	md@mrd-associates.com
94	471219942	Municipal Engineering Services	Dale E. Long, P.E., LEED AP William V. Phillips, II, P.E. Robert Williamson	dlong@mesi-fl.com pphillips@mesi-fl.com robwilliamson@hnws-fl.com
95	951878805	MWH Americas Inc. (Sunrise Bra	Harold V. Aiken, P.E. Aquila Jones-Serrano	harold.v.aiken@mwhglobal.com aquila.jones-serrano@mwhglobal.com
96	640671634	Neel-Schaffer, Inc.	Shane Bergin, PE, PTOE	shane.bergin@neel-schaffer.com
97	592241856	Nobles Consulting Group, Inc.	Eric B. Stuart Allen K. Nobles Tamara R. Gray	eric@ncginc.com allen@ncginc.com tamara@ncginc.com
98	593089125	Preble-Rish, Inc.	Joe A. Rector, Jr., P.S.	rectorj@preble-rish.com
99	141880334	Rebol-Battle & Associates, LLC	Paul Battle	paulb@rebol-battle.com
100	592986466	Reynolds, Smith and Hills, Inc	Tanya Kristoff	tanya.kristoff@rsandh.com

101	472485050	Rowe Engineering & Surveying,	Donald W. Rowe	don@rowesurveying.com
102	451909667	Scalar Consulting Group Inc.	Paul B. Looney Aniruddha Gotmare Jay Winter	plooney@scalarinc.net agotmare@scalarinc.net jwinter@scalarinc.net
103	540913440-09	SCS Engineers, Florida	Carlo F. Lebron, PE Robert Speed, PE Daniel Cooper, PE	clebron@scsengineers.com rspeed@scsengineers.com dcooper@scsengineers.com
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106	630710398-02	Southern Earth Sciences, Inc.	W. Trey Wilson Mark Wilson, P.E. Lewis Copeland, P.E.	twilson@soearth.com mwilson@soearth.com lcopeland@soearth.com
107	630710398	Southern Earth Sciences, Inc.	Brian Bloomfield, PE	bbloomfield@soearth.com
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109	112167170-01	Stantec Consulting Services In	Neal Brockmeier, PE	neal.brockmeier@stantec.com
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112	941598707	T.Y. Lin International	J. Dean Collins, PE	dean.collins@tylin.com
113	592850478-00	Taylor Engineering, Inc.	James N. Marino, P.E, D.CE Jamie Gregory	jmarino@taylorengineering.com marketing@taylorengineering.com
114	421249917	Terracon Consultants, Inc.	Richard J. Brown Brigitte D. Moten	richard.brown@terracon.com brigitte.moten@terracon.com
115	954148514-00	Tetra Tech, Inc. - Atlanta, Ge	Brian Watson, P.E., P.H, D.WRE	brian.watson@tetratech.com
116	954148514-07	Tetra Tech, Inc. - Cocoa, Flor	Matthew Shelton	matt.shelton@tetratech.com
117	954148514-06	Tetra Tech, Inc. - Pensacola,	Kristin Bennett	kristin.bennett@tetratech.com
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123	630247014-50	Volkert & Associates, Inc.	Steve Commander	scommander@volkert.com
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126	911641772	Wood Environment & Infrastruct	Webb Jackdson Stephen Hanks	webb.jackson@woodplc.com stephen.hanks@woodplc.com

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

July 25, 2019

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Senior Purchasing Coordinator
213 Palafox Place
2nd floor, Room 11.101
Pensacola, FL 32502

RE: Solicitation Number: PD 18-19.080
Design Services for Woodrun Bridge Replacement & Drainage Improvements

Dear Mr. Nobles:

Rebol-Battle & Associates (RBA) respectfully submits our Statement of Qualifications to provide **Design Services for the *Woodrun Bridge Replacement & Drainage Improvements Project***. As a Professional Civil Engineering & Land Surveying Firm, headquartered in Pensacola, Florida we draw on a solid background of experience and achievement providing Civil Engineering and Surveying services for both the public and private sectors, specializing in County public works projects, commercial/residential land development, and municipal utilities. We address all facets of a project from conception to completion while understanding the need to produce quality work within budget constraints. RBA within the past year has provided engineering and surveying services on Chalker Road Paving and Drainage improvements, E Street Sidewalk improvements, Muscogee Road Improvements, as well as CR297A Improvements. RBA has served the Gulf Coast for 16 years and is very familiar with all local, state, federal and governmental policies and procedures, as well as those required by Escambia County Engineering Department. Furthermore, RBA has the utmost understanding of the project obligations and goals as we have successfully designed numerous projects for Escambia County and other municipalities in the past. ***Firm Evaluations that are referenced in the Response #1 of section H are attached to this letter of interest.***

We believe you will find our abilities commensurate with your needs. Our distinguished, well diverse team is described in detail in this submittal. If you have any questions regarding our proposal, please do not hesitate to call our office.

Sincerely,
REBOL-BATTLE & ASSOCIATES, LLC

Paul A. Battle, PE, Principal
Managing Member

Attachments:
Escambia County Performance Evaluation Forms

Board of County Commissioners • Escambia County, Florida

James Duncan
cn=James Duncan, o=Public Works, ou=Engineering, email=jeduncan@myescambia.com, c=US
2018.03.13 14:07:37 -05'00'

Joy Jones, P.E.
County Engineer, Public Works Director

Consultant Quality Evaluation

Project Name: CR 99A @ Little Pine Barren Creek Bridge Replaceme PO #: 141176 3 Task Order #: 13-14.027

Consultant: Rebol-Battle Engineer of Record: Paul Battle

Original Contract Fee: $ 98,289.20 Change Orders (Total): $ -5,607.08 Contract Fee (Total): $ 92,682.12

Original Contract Date: _____ Time Extensions (Days): _____ Contract Completion Date: 07-31-17

1	Project Scope – Did the engineer comply with all requirements of the project scope	Satisfactory Performance
2	Typical Section Package – Did the engineer submit the typical section to the appropriate Divisions for approval	Satisfactory Performance
3	Phase Submittals – Did the engineer comply with the County's Phase Submittal review requirements	Satisfactory Performance
4	Variations and Exceptions – Did the engineer provide variations of the design for construction compliance or provide design exceptions when compliance could not be met	Satisfactory Performance
5	Geometrics/Engineering Reports – Did the engineer provide engineering reports to substantiate the design	Satisfactory Performance
6	Pavement Design Package – Did the engineer submit a pavement design with the plans	Satisfactory Performance
7	Roadway Drainage Design – Did the engineer exercised good judgement and designed according to criteria in the FDOT Drainage Manual, FDOT PPM, FDOT Design Standards, FDOT Drainage Handbooks, and Florida Green Book	Satisfactory Performance
8	Stormwater Management Facility Design and Permitting (NWFWMD) – Did the engineer comply with all requirements and submit plans to the appropriate agencies for stormwater permitting	Satisfactory Performance
9	Environmental Permitting Services (Corp.of Eng., USCG, Local Permits, etc.) – Did the engineer comply with all requirements plans to the appropriate agencies for environmental permitting	Satisfactory Performance
10	Bridge Hydraulics Report, including Scour Calculations and Deck Drainage – Did the engineer provide a hydraulics report that included a scouring evaluation and deck drainage	Satisfactory Performance
11	Earthwork and Soils – Did the engineer provide a geotechnical report to support the design	Satisfactory Performance
12	Utility Coordination/Adjustments (Timely Phase Submittal and Review) – Did the engineer submit plans to the appropriate utility companies and adjust the design when utility adjustments could not be met	Satisfactory Performance
13	Utility Agreements and Work Schedules – Did the engineer submit the appropriate schedule of values to the County for utility agreements and provide relocation schedules	Satisfactory Performance
14	Traffic Control Plans/Maintenance of Traffic – Did the engineer submit the appropriate Traffic Control/Maintenance of Traffic Plans to the County for approval	Satisfactory Performance

15	Miscellaneous Structures Plans – Did the engineer ensure miscellaneous structure plans were included in the design	Satisfactory Performance
16	Right of Way Requirements and Coordination – Did the engineer verify the right-of-way requirements and communicate with the County and property owners for verification	Satisfactory Performance
17	Community Involvement Coordination and Public Meetings – Did the engineer coordinate with the community and attend public meeting to keep the community informed.	Satisfactory Performance
18	Pay Items and Quantities – Did the engineer submit pay items and quantities that matched the plans	Satisfactory Performance
19	Overall Content, Format and Assembly of Roadway Plans – Did the engineer thoroughly check the plans for consistency, format, and assembly	Satisfactory Performance
20	Maintain and Update Construction Cost Estimates – Did the engineer maintain and update construction cost estimates throughout the design phase	Satisfactory Performance
21	Specifications – Did the engineer ensure specifications were up-to-date throughout the design and construction phase	Satisfactory Performance
22	ADA/PROWAG Requirements – Did the engineer ensure ADA /PROWAG requirements were maintained throughout design and construction	N/A
23	FDOT/FHWA LAP Requirements and Coordination – Did the engineer coordinate with FDOT/FHWA and meet requirements of the LAP	N/A
24	Recommended for future projects	Yes

Performance Rating Scale

Outstanding Performance
The engineer delivered high-quality products and services with less than usual assistance

Above Satisfactory Performance
The engineer delivered high-quality products and services with normally expected assistance

Satisfactory Performance
The engineer delivered good products and services with normally expected assistance

Below Satisfactory Performance
The engineer delivered acceptable products and services with considerable unwarranted assistance

Unacceptable Performance
The engineer delivered low-quality products and services.

Evaluation Comments:
*Note: If "Below Satisfactory, Unsatisfactory, or Conditional" is selected, comments are required and must include an item number for referencing.

Reviewing Official: Elizabeth Bush Title: Construction Manager

Reviewing Official Signature: Elizabeth Bush
Elizabeth Bush
cn=Elizabeth Bush, o=Public Works, ou=Engineering, email=mebush@myescambia.com, c=US
2018.09.13 11:57:55 -05'00'

Division Manager Signature:
Scott R. Sanders
cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
2018.09.17 13:18:17 -05'00'

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineering
Public Works Department

Contract Number: **Task Order No. 09.10.078**

Contract Title: **Design Services For Guidy Lane Roadway and Drainage Improvements**

Firm: **Rebol-Battle and Associates, Inc.** Project Manager: **Jason Rebol**

Total Engineering Contract Cost $: **159,163.38** Contract Completion Date: **01/31/15**

		Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services				
a.	Functional Requirements			✓	
b.	Cost Conscious			✓	
2	Preparing Construction Drawings				
a.	Quality Control and Discipline Coordination			✓	
b.	Constructability			✓	
3	Maintaining safety practices				
a.	Inspections			✓	
b.	Submittal Review			✓	
c.	Pay Request Processing			✓	
d.	Request for Information			✓	
e.	Administration		✓		
4	Meeting Budget Constraints		✓		
5	Meeting Schedules			✓	
6	Performing Non-Design Services				
a.	Addressing Requirements			✓	
b.	Adequacy of Work			✓	
7	Cooperation				
a.	With County		✓		
b.	With A&E	✓			

Recommended for future projects? ✓ Y ☐ *N ☐ *Conditional *If "no" or "conditional", please comment below

Name & Title of Reviewing Official: **James Duncan, Deputy Division Manager**

Signature of Reviewing Official: James Duncan cn=James Duncan, o=Engineering, ou=Public Works, email=jeduncan@myescambia.com, c=US 2015.09.04 16:30:14 -05'00'

Date: 9-4-15

Joy Jones Digitally signed by Joy Jones DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US Date: 2015.09.08 09:03:43 -05'00'

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
County Engineer, Public Works Director

Consultant Quality Evaluation
for Roadway Design

Project Name: Bellview Zone Ponds #98 FEMA repairs PO #: 141422 Task Order #: 02-03.79.48.13.ENG

Consultant: Rebol Battle & Associates Engineer of Record: Paul Battle

Original Contract Fee: $40,840.31 Change Orders (Total): $0 Contract Fee (Total): $34,897.82

Original Contract Date: 06.06.2014 Time Extensions (Days): 0 Contract Completion Date: 03.31.2016

1	Project Scope – Did the engineer comply with all requirements of the project scope	Above Satisfactory Performance
2	Typical Section Package – Did the engineer submit the typical section to the appropriate Divisions for approval	Above Satisfactory Performance
3	Phase Submittals – Did the engineer comply with the County's Phase Submittal review requirements	Satisfactory Performance
4	Variations and Exceptions – Did the engineer provide variations of the design for construction compliance or provide design exceptions when compliance could not be met	Above Satisfactory Performance
5	Geometrics/Engineering Reports – Did the engineer provide engineering reports to substantiate the design	Satisfactory Performance
6	Pavement Design Package – Did the engineer submit a pavement design with the plans	N/A
7	Roadway Drainage Design – Did the engineer exercised good judgement and designed according to criteria in the FDOT Drainage Manual, FDOT PPM, FDOT Design Standards, FDOT Drainage Handbooks, and Florida Green Book	N/A
8	Stormwater Management Facility Design and Permitting (NWFWMD) – Did the engineer comply with all requirements and submit plans to the appropriate agencies for stormwater permitting	Satisfactory Performance
9	Environmental Permitting Services (Corp.of Eng., USCG, Local Permits, etc.) – Did the engineer comply with all requirements plans to the appropriate agencies for environmental permitting	Above Satisfactory Performance
10	Bridge Hydraulics Report, including Scour Calculations and Deck Drainage – Did the engineer provide a hydraulics report that included a scouring evaluation and deck drainage	Satisfactory Performance
11	Earthwork and Soils – Did the engineer provide a geotechnical report to support the design	Satisfactory Performance
12	Utility Coordination/Adjustments (Timely Phase Submittal and Review) – Did the engineer submit plans to the appropriate utility companies and adjust the design when utility adjustments could not be met	Satisfactory Performance
13	Utility Agreements and Work Schedules – Did the engineer submit the appropriate schedule of values to the County for utility agreements and provide relocation schedules	Satisfactory Performance
14	Traffic Control Plans/Maintenance of Traffic – Did the engineer submit the appropriate Traffic Control/Maintenance of Traffic Plans to the County for approval	N/A

15	Miscellaneous Structures Plans – Did the engineer ensure miscellaneous structure plans were included in the design	Satisfactory Performance
16	Right of Way Requirements and Coordination – Did the engineer verify the right-of-way requirements and communicate with the County and property owners for verification	Satisfactory Performance
17	Community Involvement Coordination and Public Meetings – Did the engineer coordinate with the community and attend public meeting to keep the community informed.	N/A
18	Pay Items and Quantities – Did the engineer submit pay items and quantities that matched the plans	Satisfactory Performance
19	Overall Content, Format and Assembly of Roadway Plans – Did the engineer thoroughly check the plans for consistency, format, and assembly	Satisfactory Performance
20	Maintain and Update Construction Cost Estimates – Did the engineer maintain and update construction cost estimates throughout the design phase	Satisfactory Performance
21	Specifications – Did the engineer ensure specifications were up-to-date throughout the design and construction phase	Satisfactory Performance
22	ADA/PROWAG Requirements – Did the engineer ensure ADA /PROWAG requirements were maintained throughout design and construction	N/A
23	FDOT/FHWA LAP Requirements and Coordination – Did the engineer coordinate with FDOT/FHWA and meet requirements of the LAP	N/A
24	Recommended for future projects	Yes

Performance Rating Scale

Outstanding Performance
The engineer delivered high-quality products and services with less than usual assistance

Above Satisfactory Performance
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Satisfactory Performance
The engineer delivered good products and services with normally expected assistance

Below Satisfactory Performance
The engineer delivered acceptable products and services with considerable unwarranted assistance

Unacceptable Performance
The engineer delivered low-quality products and services.

Evaluation Comments:
*Note: If "Below Satisfactory, Unsatisfactory, or Conditional" is selected, comments are required and must include an item number for referencing.

Reviewing Official: Thomas J Williams Title: Project Coordinator

Reviewing Official Signature: Digitally signed by Thomas J Williams DN: cn=Thomas J Williams, o=Escambia County, ou=Engineering, email=Tjwilliams@co.escambia.fl.us, c=US Date: 2016.06.02 14:26:52 -05'00'

Division Manager Signature: Digitally signed by Joy Jones DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US Date: 2016.06.03 16:42:22 -05'00'

Escambia County, Florida

Consultant Performance Evaluation

Contract Number: PD 08-09.009

Contract Title: Airway Drive Sidewalk & Drainage

Firm: Hatch Mott MacDonald | Firm's Project Manager: Paul Battle & Jason Rebol

Total Fee: $ 154,098.57 | Contract Completion Date: 1/31/12

	Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1 Performing Design Services				
a. Functional Requirements	☐	☐	X	☐
b. Cost Conscious	☐	☐	X	☐
2 Preparing Construction Drawings	☐	☐	X	☐
a. Quality Control and Discipline Coordination	☐	☐	X	☐
b. Constructability	☐	☐	X	☐
3 Performing Construction Administration	☐	☐	X	☐
a. Inspections	☐	☐	X	☐
b. Submittal Review	☐	☐	X	☐
c. Pay Request Processing	☐	☐	X	☐
d. Requests for Information	☐	☐	X	☐
e. Administration	☐	☐	X	☐
4 Meeting Budget Constraints	☐	☐	X	☐
5 Meeting Schedules	☐	☐	X	☐
6 Performing Non-Design Services				
a. Addressing Requirements	☐	☐	X	☐
b. Adequacy of Work	☐	☐	X	☐
7 Cooperation				
a. With County	☐	☐	X	☐
b. With Contractors	☐	☐	X	☐

Recommended for future projects? [X] Y [ ] N [ ] Conditional If not "Y", please comment below.

Name & Title of Reviewing Official: Chris Curb, Project Coordinator

Signature: Christopher D Curb Date: 2/14/12

Joy D. Blackmon, P.E.
Director, County Engineering
Public Works Department

Contract Number: TASK ORDER NO. 02.02.79.48.10.ENG

Contract Title: To Provide Professional Civil Engineering Services For Regency Park Renovations

Firm: Rebol-Battle and Associates,Inc. Project Manager: Paul Battle

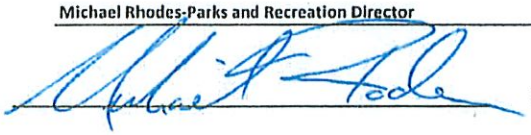
Total Construction Cost $: $7,810.00 Contract Completion Date: 06/30/15

		Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services				
a.	Functional Requirements	☐	☐	✓	☐
b.	Cost Conscious	☐	✓	☐	☐
2	Preparing Construction Drawings				
a.	Quality Control and Discipline Coordination	☐	☐	✓	☐
b.	Constructability	☐	☐	✓	☐
3	Maintaining safety practices				
a.	Inspections	☐	☐	✓	☐
b.	Submittal Review	☐	☐	✓	☐
c.	Pay Request Processing	☐	☐	✓	☐
d.	Request for Information	☐	☐	✓	☐
e.	Administration	☐	☐	✓	☐
4	Meeting Budget Constraints	☐	☐	✓	☐
5	Meeting Schedules	☐	☐	✓	☐
6	Performing Non-Design Services				
a.	Addressing Requirements	✓	☐	☐	☐
b.	Adequacy of Work	✓	☐	☐	☐
7	Cooperation				
a.	With County	☐	✓	☐	☐
b.	With A&E	☐	✓	☐	☐

Recommended for future projects? ✓ Y ☐ *N ☐ *Conditional *If "no" or "conditional", please comment below

Worked very well with staff on this projedct. They were very accessible for any questions when they came up. No issues. on 7 A.. cooperation and communication was very effective and constant.

Name & Title of Reviewing Official: Michael Rhodes-Parks and Recreation Director

Signature of Reviewing Official:  Date: 8-26-15

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Escambia County, Florida
Consultant Performance Evaluation

Contract Number: Task Order 02.03.79.48.8.ENG

Contract Title: Beulah Tennis Courts

Firm: Rebol Battle — Firm's Project Manager: Paul Battle

Total Fee: $ 23,160 — Contract Completion Date: ~~4/23/2012~~ 10/31/11

		Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services				
	a. Functional Requirements			x	
	b. Cost Conscious			x	
2	Preparing Construction Drawings			x	
	a. Quality Control and Discipline Coordination			x	
	b. Constructability			x	
3	Performing Construction Administration	x			
	a. Inspections	x			
	b. Submittal Review	x			
	c. Pay Request Processing	x			
	d. Requests for Information	x			
	e. Administration	x			
4	Meeting Budget Constraints			X	
5	Meeting Schedules			X	
6	Performing Non-Design Services				
	a. Addressing Requirements			X	
	b. Adequacy of Work			X	
7	Cooperation				
	a. With County			X	
	b. With Contractors			X	

Recommended for future projects? [X] Y [ ] N [ ] Conditional — If not "Y", please comment below.

Name & Title of Reviewing Official: Kirk Kassebaum -- Program Manager

Signature: [signature] Date: 9/28/12

10/2/12

Escambia County, Florida
Consultant Performance Evaluation

Contract Number: PD 02-03.79.48.4 PO# 101044

Contract Title: Magnolia Lakes Pond Rehabilitation

Firm: Rebol-Battle & Associates — Firm's Project Manager: Jason Rebol

Total Fee: $ 38,123.48 — Contract Completion Date: January 31, 2011

	Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1 Performing Design Services				
a. Functional Requirements	☐	☐	X	☐
b. Cost Conscious	☐	☐	XX	☐
2 Preparing Construction Drawings	☐	☐	X	☐
a. Quality Control and Discipline Coordination	☐	☐	X	☐
b. Constructability	☐	☐	X	☐
3 Performing Construction Administration	☐	☐	X	☐
a. Inspections	☐	☐	X	☐
b. Submittal Review	☐	☐	X	☐
c. Pay Request Processing	☐	☐	X	☐
d. Requests for Information	☐	☐	X	☐
e. Administration	☐	☐	X	☐
4 Meeting Budget Constraints	☐	☐	X	☐
5 Meeting Schedules	☐	☐	X	☐
6 Performing Non-Design Services				
a. Addressing Requirements	X	☐	☐	☐
b. Adequacy of Work	X	☐	☐	☐
7 Cooperation				
a. With County	☐	☐	X	☐
b. With Contractors	☐	☐	X	☐

Recommended for future projects? [X] Y [ ] N [ ] Conditional If not "Y", please comment below.

Name & Title of Reviewing Official: Shauna Jones Project Manager

Signature: Shauna Jones Date: 2/15/11

C5B

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineering
Public Works Department

Contract Number PD 02-03.79.48.5.PM/PMM

Contract Title Treasure Hills Tennis Court Addition

Firm Rebol-Battle & Associates

Project Manager Paul Battle, PE

Total Construction Cost $ $65,000

Contract Completion Date 7/27/10

		Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services				
a.	Functional Requirements		✓		
b.	Cost Conscious		✓		
2	Preparing Construction Drawings				
a.	Quality Control and Discipline Coordination		✓		
b.	Constructability		✓		
3	Maintaining safety practices				
a.	Inspections		✓		
b.	Submittal Review		✓		
c.	Pay Request Processing		✓		
d.	Request for Information		✓		
e.	Administration		✓		
4	Meeting Budget Constraints		✓		
5	Meeting Schedules		✓		
6	Performing Non-Design Services				
a.	Addressing Requirements	✓			
b.	Adequacy of Work	✓			
7	Cooperation				
a.	With County		✓		
b.	With A&E	✓			

Recommended for future projects? ✓ Y ☐ *N ☐ *Conditional *If "no" or "conditional", please comment below

Name & Title of Reviewing Official Joy Jones, PE, Division Manager, Park Maintenance Division, Public Works Department

Signature of Reviewing Official Joy Jones Date 7/27/10

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Rush Creek

Escambia County, Florida

CONSULTANT PERFORMANCE EVALUATION

Contract / Task Order Number 02.03.79.48.3.Eng

Title Gusley Ph 2A Bid package review

Firm Rebol Battle & Assoc Total Fee $ 6,352.18

Firm's Project Manager Jason Rebol Contract Completion Date 2/28/10

		Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services				
	a. Functional Requirements	☒	☐	☐	☐
	b. Cost Conscious	☒	☐	☐	☐
2	Preparing Construction Drawings				
	a. Quality Control and Discipline Coordination	☒	☐	☐	☐
	b. Constructability	☐	☒	☐	☐
3	Performing Construction Administration				
	a. Inspections	☒	☐	☐	☐
	b. Submittal Review	☐	☒	☐	☐
	c. Pay Request Processing	☐	☒	☐	☐
	d. Requests for Information	☐	☒	☐	☐
	e. Administration	☐	☒	☐	☐
4	Meeting Budget Constraints	☐	☒	☐	☐
5	Meeting Schedules	☐	☒	☐	☐
6	Performing Non-Design Services				
	a. Addressing Requirements	☐	☒	☐	☐
	b. Adequacy of Work	☐	☒	☐	☐
7	Cooperating				
	a. With County	☐	☒	☐	☐
	b. With Contractors	☒	☐	☐	☐

(See reverse for evaluation comments.)

Recommended for future contracts? ☒ Yes ☐ No ☐ Conditional *(If "No" or "Conditional", comment below.)*

Name & Title of Reviewing Official Cooper Saunders, Program Manager

Signature _____ Date 2/23/10

F0070-1

Over

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineering
Public Works Department

Contract Number: PD 02-03.79.79.1.PMM

Contract Title: Bratt Park Improvements

Firm: Rebol-Battle & Associates

Project Manager: Jennifer Bell, PE

Total Construction Cost $: $200,000

Contract Completion Date: 12/20/09

		Not Applicable	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services				
a.	Functional Requirements		✓		
b.	Cost Conscious		✓		
2	Preparing Construction Drawings				
a.	Quality Control and Discipline Coordination		✓		
b.	Constructability		✓		
3	Maintaining safety practices				
a.	Inspections		✓		
b.	Submittal Review		✓		
c.	Pay Request Processing		✓		
d.	Request for Information		✓		
e.	Administration		✓		
4	Meeting Budget Constraints		✓		
5	Meeting Schedules		✓		
6	Performing Non-Design Services				
a.	Addressing Requirements	✓			
b.	Adequacy of Work	✓			
7	Cooperation				
a.	With County		✓		
b.	With A&E	✓			

Recommended for future projects? [✓] Y [ ] *N [ ] *Conditional *If "no" or "conditional", please comment below

Name & Title of Reviewing Official: Joy Jones, PE, Division Manager, Park Maintenance Division, Public Works Department

Signature of Reviewing Official: Joy Jones Date: 12/20/09

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18300 **County Administrator's Report 12. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Approve Purchase of Radio Equipment for the Public Safety Fire Department
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award of a Purchase Order for Radio Equipment for the Public Safety Fire Department - Jason Rogers, Public Safety Department Director and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the NASPO (National Association of State Procurement Officials) Valuepoint Contract 06913, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 44-46, Application; Exemptions; and Section 46-64, Board approval; and

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for the purchase of radio equipment for the Public Safety/Fire Department of Escambia County, Florida, to Motorola Solutions, Inc., in the amount of $27,229.50.

Vendor	Funding	Amount	Contract Number
Motorola Solutions, Inc.	Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment	$27,229.50	NASPO/Valuepoint 06913

BACKGROUND:

The new mobile radios are a match of current equipment that will be installed in recently purchased fire apparatus and staff vehicles. These mobile radios are essential equipment for the new vehicles to be placed in-service as functional fire apparatus, and the purchase of this equipment is in line with equipment replacement and sustainment objectives.

This purchase from Motorola Solutions, Inc., was organized by a representative of CES Team One Communications, Inc., in Pensacola, Florida, and is the sole local distributor for Motorola products.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
Motorola Solutions, Inc.	Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment	$27,229.50	NASPO/Valuepoint 06913

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

NASPO Agreement
NASPO Executive Summary
Florida Participating Agreement

Pulse →

Portfolios
> Public Safety Communications Equipment (Radios) - Phase One (2015 - 2021)

Download PAs

Public Safety Communications Equipment (Radios) - Phase One (2015 - 2021)

Contractors

13

State Participating Addenda

183

Related Portfolios

11

Expiration
06/30/2021

Inception
04/03/2015

Total Terms Expiration
06/30/2021

Solicitation Number
06913

Executive Summary – Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment

Overview:

A new national contract is being established on behalf of WSCA-NASPO Cooperative Purchasing Program for Public Safety Communication Equipment to meet the needs of law enforcement and first responders. Proposal evaluations are complete and we are prepared to issue "Apparent Successful" notifications to awarded vendors. Three vendors: Motorola Solutions, Harris Corporation, and E.F. Johnson Company, will receive multiple category product awards. Other vendors receiving a more limited award include: Icom America, Kenwood, Relm Wireless and Tait. Other radio equipment awards will be made to thirteen other vendors.

Executive Summary:

- When awarded this new WSCA-NASPO contract 06913 will replace the old WSCA contract 02702. The old contract will continue through March 31, 2015 to allow customers time to complete PA's with new contract vendors.
- During 2013, sixteen vendors reported WSCA contract 02702 sales worth $100 million to customers located in 30 states.
- "Intent to Participate" forms were returned by 11 states with estimated annual purchases of $55 million.
- 12 Sourcing Team Members from 8 states were involved in RFP development and proposal evaluations:
    - WSCA-NASPO Cooperative Purchasing Organization – Tim Hay and Richard Carlson.
    - Washington, Lead State – Dale Colbert, CPPO, Purchasing Manager, Robert Paulson, Jr., C.P.M., Contracts Specialist serving as Procurement Coordinator; and Tom Mahon (SME from Department of Natural Resources)
    - California – Cynthia Okoroike, (Procurement Division WSCA Contract Administrator); and John Lemmon and Fred Thomas, SME's from California Technology Agency
    - Oregon – Tim Jenks, State Procurement Analyst
    - Alaska – Victor Leamer, Contracting Officer III
    - Arkansas – Jared Chaney, Buyer, IT Contracting
    - Delaware – Rebecca Lovin, State Contract Procurement Officer
    - Idaho – Robert Hugi, SME from Statewide Interoperability Coordinator
    - Nevada – Richard Brooks, SME from Department of Transportation
- A Request for Information (RFI) was released September 6, 2013 seeking vendor information and feedback. Twenty-three vendors provided feedback.
- Only equipment manufacturers were permitted to submit proposals. Product categories listed in the RFP: Radios (including: portables, mobiles, desktops, base station/repeater and in-vehicle repeater), Gateway Devices, Microwave Radios, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines, and RF Filtering Equipment.
- RFP 06913 was posted on Washington's bidder notification website on March 13, 2014. 456 registered vendors were notified including certified minority and women owned businesses. Participating states also were contacted so they could notify their registered vendors of this bidding opportunity.
- The pre-proposal conference was held April 9, 2014. Thirty-two representatives from 23 companies were in attendance, as were two SME sourcing team members.
- Four RFP amendments were released responding to vendor questions and providing clarification.
- On July 16, 2014 proposals were received from 31 vendors. One proposal was rejected for being late, one proposal has an updated revision, and one proposal was listed twice.
- Twenty-eight vendors submitted proposals on time for one or more of the 22 available product categories/subcategories and each was independently evaluated and awarded. One of these proposals was rejected for improperly completed pricing sheets.

Executive Summary – Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment

- Vendor responsiveness to RFP requirements and vendor's reference scores were evaluated and compiled by the Procurement Coordinator.
- Sourcing team members met in Tacoma, Washington August 18-22, 2014 to complete proposal evaluations. Evaluators were broken into two evaluation teams. One team evaluated non-cost factors and awarded evaluation points which were applied to all bid categories. Second team (made up of SME members) evaluated compliance with product specification requirements and the correctness of completed price worksheets. Reasons for category rejections included: 1) did not meet specification and/or price worksheet requirements; 2) vendor did not manufacture product offered as required; and 3) extended warranty was not priced and price analysis could not completed.
- Evaluators determined proposal clarification was required for two product categories – gateway devices and dispatch consoles. Vendor clarification has been obtained and evaluations have been completed and incorporated in this award.
- Competitive awards were made by category/subcategory based on "best value" analysis using evaluation points: 200 points for references, 200 points for management and performance plan, 100 points for nationwide network of dealers/distributors, and 500 points for price. Total of 1,000 evaluation points were available.
- Multiple competitive vendor awards were made by category/subcategory within a competitive range (i.e. within twenty percent (20%) of highest evaluated score). Additionally, the maximum number of awards for a category/subcategory was allowed up to two-thirds (2/3) of the number of proposals received (but not less than three where practicable). However for radio product subcategories only, a Vendor also may receive an award for other subcategories provided they otherwise received an award for at least two of these subcategories. This was to meet customer requirements for equipment standardization and assured compatibility. Reference embedded Excel Spreadsheet for award results:

- Thus, twenty of 27 vendors submitting a proposal were successful in receiving an award for one or more product categories. Competitive awards by category/subcategory were:
  - Radios:
    - Portables: Motorola, Harris, EF Johnson, Kenwood, Relm, Tait, and Icom
    - Mobile: Motorola, Harris, EF Johnson, Icom, and Tait
    - Desktop: Motorola, Harris, EF Johnson, Kenwood, Tait, and Icom
    - Base Station/Repeater: Motorola, EF Johnson, Codan, and Tait
    - In-vehicle Repeaters: Harris and Pyramid
  - Gateway Devices: Raytheon JPS Communications
  - Microwave Radio: Aviat, and NEC
  - Dispatch Consoles: Zetron, Bosch Security Systems, and Avtec
  - Microwave Antennas: CommScope, and Ceragon
  - Mobile Antennas: Motorola
  - Base Station/Repeater Antennas: Telewave, and Sinclair
  - RF Transmission Lines: RSF
  - RF Filtering Equipment: Telewave, and Sinclair:

NASPO ValuePoint
PARTICIPATING ADDENDUM

Public Safety Communication Equipment- Phase One #06913
Lead by the State of Washington (hereinafter "Lead State")

Participating Addendum No: 43190000-18-NASPO-ACS-1

Motorola Solutions
(hereinafter "Contractor")

And

Florida Department of Management Services
(Hereinafter "Participating State/Entity")

1. Scope**:** This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Radios

Subcategory: Portable, Dual-Band
Subcategory: Portable, Single-Band tier I
Subcategory: Portable, Single-Band tier II
Subcategory: Portable, Single-Band tier III
Subcategory: Mobile, Dual-Band
Subcategory: Mobile, Single-Band tier I
Subcategory: Mobile, Single-Band tier II
Subcategory: Mobile, Single-Band tier III
Subcategory: Desktop, Dual-Band
Subcategory: Desktop, Single-Band tier I
Subcategory: Desktop, Single-Band tier II

Base Stations/Repeaters:

Single-Band tier I
Single-Band tier II

Mobile Radio Antennas

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State. The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Participating Addendum: As used in this document, "Participating Addendum" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all

incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Participating Addendum must be in writing and signed by all Parties.

b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum:

1) Exhibit A: Contract Conditions, Florida General
2) Exhibit B: Contract Conditions, Florida Special
3) Exhibit C: NASPO ValuePoint Master Agreement Number 06913

If a conflict exists among any of the Participating Addendum documents, the documents shall have priority in the order listed below:

1) The Addendum
2) Florida Special Contract Conditions, Exhibit B
3) Florida General Contract Conditions, Exhibit A
4) NASPO ValuePoint Master Agreement Number, 06913, Exhibit C.

4. Orders: Upon execution of this Participating Addendum, customers in the Participating State, may purchase products and services under the Master Agreement using this State of Florida alternate contract source number 43190000-18-NASPO-ACS-1.

Any order placed by a customer in the Participating State for a product and/or service available from the Master Agreement, shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, unless the parties to the order agree in writing that another contract or agreement applies to such order.

5. Warranty of Authority: Each Person signing this document warrants that he or she is dully authorized to do so and to bind the respective party.

6. Amendments: No oral modifications to this Participating Addendum are permitted. All modifications to this Participating Addendum must be in writing and signed by both parties.

Notwithstanding the order listed in section III (b), amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Florida	Contractor:
By:	By:
Name: Rosalyn Ingram	Name: RANDY JOHNSON
Title: Director of State Purchasing and Chief Procurement Officer	Title: INSIDE VICE PRESIDENT
Date: 11/15/17	Date: 11-2-17

Alternate Contract Source No. 43190000-18-NASPO-ACS-1

Exhibit A

FLORIDA GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Term and Effective Date.
The term of this Participating Addendum will become effective on January 1, 2018, and shall be effective through July 01, 2020, unless terminated earlier in accordance with the General Contract Conditions or if not renewed by the Lead State.

2.2 Renewal.
There are no renewals on this Participating Addendum.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the 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 term of the Contract.

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or 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/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor’s expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.
The Contractor will use its best efforts to notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements occurring within the U.S., within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it in the U.S. for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action may be grounds for termination for cause of the Contract pursuant to section 2.3.3(b) herein.

6.2 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and

contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.
The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.
Until acceptance of delivery, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to ship the equipment back to the Contractor and bill the Contractor for the cost of shipping and time spent. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards.
All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Waiver.
The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance
The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an Additional Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance will contain a standard notice of cancellation provision that should the policy be cancelled before the expiration date, notice will be delivered in accordance with policy provisions to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to include the Department as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060

Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or direct damages, arising from or relating to violation or infringement of a trademark, copyright, patent, or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet

all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) **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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, 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/.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer

or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.
The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.
If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.
The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will

apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting

documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.4 Communications and Confidentiality.
The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the

Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Scope
All products and services offered under this addendum must be in compliance with the Master Agreement scope. Failure to adhere to Master Agreement scope, may result in addendum termination and the reimbursement of reprocurement costs in accordance to 60A-1.006 F.A.C..

Section 2 Information Technology (IT) Standards
Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) has established information technology standards for security, project management and oversight. State agencies shall ensure compliance with AST standards as established in Rule Chapter 74-1 and 74-2, F.A.C, as applicable.

Section 3 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 4 Monthly Transaction Fee Report
The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 5 Quarterly Sales Reports
Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 6 Quarterly Reporting Timeframes
Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – Due by October 10
Quarter 2 - (October-December) – Due by January 10
Quarter 3 - (January-March) – Due by April 10
Quarter 4 - (April-June) – Due by July 10

Section 7 Business Review Meetings
The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

Section 8 Contract Revisions
Notwithstanding General Contract Conditions the following types of revisions can be made to the Contract upon written authorization by the Department:

a. Contractor's Information and Contacts
b. Contract Manager
c. Contract Report Forms

Only the above listed provisions can be made without a formal Contract amendment. Florida General Contract Conditions, section 6.10, applies to all other modifications to the Contract.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18243 **County Administrator's Report 12. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Approve of the Second of Two Possible Renewals for Temporary Labor Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of the Second of Two Possible Renewals for PD 17-18.055, Temporary Labor Services - Jana Still, Human Resources Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the second of two one-year renewal options for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2020-2021, to commence on August 17, 2020, and end on August 16, 2021.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc.

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. d/b/a Accustaff, Inc.

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc.

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

LOT 1 - BLUE ARBOR, INC.		
Department	**Funding**	**Amount**
Building Inspections	Fund Code 406, Building Inspection Funds; Cost Center 250111, Building Inspection Admin; Object Code 53401, Other Contractual Services	$93,000.00

Community Affairs	Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services	$65,280.00
Community & Environment	Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services	$15,500.00
Facilities Management	Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	$140,925.00
Library Services	Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	$490,926.00
Public Safety	Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services	$25,209.60
Engineering Construction Management	Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services	$75,000.00
Engineering Construction Management	Fund Code 353, LOST IV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services	$75,000.00
Engineering Transportation and Traffic	Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services	$50,000.00
Parks & Recreation	Fund Code 352, LOST III; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services	$100,000.00
Development Services	Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services	$60,000.00
Natural Resources	Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services	$14,700.00

Natural Resources	Fund Code 117, PK Beach Mouse Fund; Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services	$25,000.00
Natural Resources	Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services	$15,000.00
Natural Resources	Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services	$8,000.00
Natural Resources	Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services	$14,700.00
Waste Services (Administration)	Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services	$20,280.00
Waste Services (Recycling)	Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$47,062.00
Waste Services (Palafox Transfer Station)	Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	$47,332.00
Waste Services (Operations)	Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	$123,816.00
Santa Rosa Island	Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services	$250,000.00
Board of County Commissioners	Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services	$90,000.00
County Administrator	Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services	$18,000.00
	LOT 1 TOTAL	**$1,864,730.60**
LOT 2 - JJW SERVICES, INC. d/b/a ACCUSTAFF, INC.		

Bob Sikes Toll	Fund Number 167, Bob Sikes Toll; Cost Center 140301; Bob Sikes Toll Admin; Object Code 53401, Other Contractual Services	$75,000.00
	LOT 2 TOTAL	**$75,000.00**

LOT 3 - ESCAMBIA COUNTY YOUTH EMPLOYMENT		
Escambia County Youth Employment	Fund Number 001, General Fund; Cost Center 110277, LOST Economic Development; Object Code 53401, Other Contractual Services	$250,000.00
	LOT 3 TOTAL	**$250,000.00**

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

- Original Agreement - Blue Arbor
- Original Agreement - JJW Services d/b/a Accustaff, Inc.

BACKGROUND:

The Temporary Labor Services for Escambia County Board of County Commissioners Agreement is a means for County departments to obtain temporary staffing when needed for assignments and special projects, as well as provide coverage as-needed during extended absences, unexpected vacancies, and increased workloads following natural disasters.

This multi-award solicitation covers three specific areas for the County:

- Lot 1 - General temporary labor across all County departments.
- Lot 2 - Staffing for the toll collection facility at the Bob Sykes Toll Plaza.
- Lot 3 - Staffing for the Escambia County Youth Employment Program.

BUDGETARY IMPACT:

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

LOT 1 - BLUE ARBOR, INC.		
Department	**Funding**	**Amount**
Building Inspections	Fund Code 406, Building Inspection Funds; Cost Center 250111, Building Inspection Admin; Object Code 53401, Other Contractual Services	$93,000.00
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	LOT 1 TOTAL	**$1,864,730.60**
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Bob Sikes Toll	Fund Number 167, Bob Sikes Toll; Cost Center 140301; Bob Sikes Toll Admin; Object Code 53401, Other Contractual Services	$75,000.00
	LOT 2 TOTAL	**$75,000.00**
LOT 3 - ESCAMBIA COUNTY YOUTH EMPLOYMENT		

Escambia County Youth Employment	Fund Number 001, General Fund; Cost Center 110277, LOST Economic Development; Object Code 53401, Other Contractual Services	$250,000.00
	LOT 3 TOTAL	**$250,000.00**

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders.
The Human Resources Department will be the Contract Administrator for Lot 1 and Lot 3.
The Engineering - Traffice Department will be the Contract Administrator for Lot 2.

Attachments

Original Board Award

Board Renewal 1 Award

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2018-84] approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

   A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement;

   B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018; and

   C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

[Funding:

Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.
- Community Affairs - Fund Code 352, Local Option Sales Tax (LOST) III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

Lot 2: $410,000

Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

Lot 3: $300,150

[Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

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

[Funding:

LOT 1:
Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00
Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00
Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services; $15,500.00
County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00
Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00
Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00
Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76
Engineering Construction Management - Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services; $100,000.00

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

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

(Continued on Page 25)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $124,000.00
Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00
Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $90,000.00
County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $18,000.00

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 23, with the exception of Items 4, 11, 14, and 20, which were held for separate votes. CAR II-21 was also voted on separately.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Bergosh absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18336 **County Administrator's Report 12. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Termination and Award of Contract for Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Termination of Contract with Safe Lawn, Inc. - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board, per the terms and conditions of PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Zone 4:

A. Terminate the Contract with Safe Lawn, Inc. (Zone 4) effective August 6, 2020. The firm provided notice requesting termination of Agreement on July 6, 2020; and

B. Approve and award Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Zone 4, to Gulf Coast Environmental Contractors, Inc., for the remaining term of the term of the Agreement (year one expires on February 19, 2021).

Vendor/Contractor	Funding	Amount	Contract Number
Gulf Coast Environmental Contractors, Inc.	Fund 353, LOST IV; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services, Project #: 19PR819	$28,350	PD 19-20.017

BACKGROUND:

Safe Lawn, Inc., requested to be allowed to terminate the Agreement due to issues finding workers due to COVID-19. Parks and Recreation agreed to accept the termination of agreement without cause due to the conditions.

The original award was made by the Board on February 20, 2020.

The solicitation was issued to 154 registrants in Vendor Registry representing 125 firms, 40 firms viewed the solicitation and 33 firms downloaded the solicitation. 15 bid responses were received.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Gulf Coast Environmental Contractors, Inc.	Fund 353, LOST IV; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services, Project #: 19PR819	$28,350	PD 19-20.017

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order.

Attachments

Safe Lawn Executed Agreement

Gulf Coast Environmental Contractors, Inc. Agreement

AGREEMENT RELATING TO GROUNDS MAINTENANCE FOR ESCAMBIA COUNTY ATHLETIC PARKS (P.D. 19-20.016) - ZONE 4

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Safe Lawn, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 27-0219927, whose principal address is 2285 Atwood Drive, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on December 20, 2019, the County issued a Request for Proposals (P.D. 19-20.016) seeking contractors to perform routine grounds keeping for County athletic parks located within nine geographic zones; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services for Zone 4; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's Request for Proposals *Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks (Zone 4), Specification No. P.D. 19-20.016*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Time for Performance. Prior to beginning the performance of any services under this Agreement, the Contractor must receive a written Notice to Proceed from the Contract Administrator. Services will be performed once every seven (7) days during the growing season as determined by the Contract Administrator, and the frequency may be subject to change due to weather or other factors as determined by the Contract Administrator. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.

5. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, the County agrees to pay the Contractor as follows:

Zone 4		
John R. Jones Park	555 East Nine Mile Road, Pensacola, FL	$800.00 p/week

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) 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.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Safe Lawn, Inc.	To: Escambia County
Attention: Chris Dewberry	Attention: County Administrator
2285 Atwood Drive	221 Palafox Place, Suite 420
Pensacola, FL 32514	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

Witness Sharon R. Pulls

Witness Kari DeBarkey

Witness: Jack P. Morgan

Witness: Julois M. Dewberry

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-25-2020

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Janice P. Gilley
Janice P. Gilley, County Administrator

Date: 4-14-20

BCC Approved: _____

CONTRACTOR: SAFE LAWN, INC.

By: Chris Dewberry
Chris Dewberry, President

Date: 2/29/20

_____
Corporate Secretary

[SEAL]

Jack P. Morgan

Julois M. Dewberry

EXHIBIT A

NOT ADA COMPLIANT

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS

SOLICITATION NUMBER PD 19-20.016

Responses will be received until 3:00 PM, CST, January 24, 2020

Two mandatory pre-solicitation conferences will be held at 9:30 AM and 3:30 PM, CST, on January 9, 2020

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
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 request 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:
Savannah Kruse
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4982
Email: SLKruse@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 ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
Solicitation Number PD 19-20.016

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 time 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.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- 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. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
PD 19-20.016

REQUEST FOR PROPOSALS

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

Solicitation Number PD 19-20.016

Solicitation

MAILING DATE: 12/20/2019
PRE-SOLICITATION CONFERENCE: Two Mandatory Pre-Solicitation Conferences will be held at the Escambia County Parks Department Conference Room, at 1651 E 9 Mile Rd, Pensacola, FL 32514, at 9:30 AM and 3:30 AM CST, January 9, 2020.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CST, January 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

Terms of Payment
See Special Terms & Conditions

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Proposer's offer shall result in the Proposal being rejected as non-responsive.***

Bid Form

	Cost per Zone		Cost per Zone
Zone 1	$	Zone 6	$
Zone 2	$	Zone 7	$
Zone 3	$	Zone 8	$
Zone 4	$	Zone 9	$
Zone 5	$		

Total Bid Price: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to

_____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____
(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:**

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Name of Submitting Firm, January 24, 2020 at 3:00 PM CST.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are

received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at SLKruse@myescambia.com. The last day for questions will be January 21, 2020 at 5:00 PM CST.

3. Pre-Solicitation Conferences

Two mandatory Pre-Solicitation Conference will be held at the Escambia County Parks Department Conference Room on January 9, 2020 at 9:30 AM and 3:30 PM CST.

All Offerors must be present for at least one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.

Walkthrough: All interested parties are invited to attend a mandatory pre-solicitation conference on January 14, beginning at 10:00 AM CST at the Pensacola Beach zone. Any vendor that would like to bid on the Pensacola Beach zone must attend this walkthrough. At this time, the Board's representative(s) will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented, in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

4. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

6. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

7. Protection of Property/Security

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

8. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. Price Adjustment

The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

10. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

11. 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.

12. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to award no more than two (2) zones with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate 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.

14. 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

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level 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: Savannah Kruse, Purchasing Specialist
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for

any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Recommended Proposal Preparation Guidelines
1-11 Prime Contract Responsibilities
1-12 Disclosures
1-13 Delays
1-14 Work Plan Control
1-15 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Experience and Qualifications
2-5 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractors to provide mowing and trimming services at specified locations throughout Escambia County.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Michael Rhodes, Parks and Recreation Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Lump Sum agreement after committee selection, payment for which will be made upon completion of all required services in a calendar month, and when invoiced by the Contractor for all services performed in a calendar month.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Savannah Kruse, Purchasing Specialist, in writing via email at SLKruse@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date.....December 20, 2019

B. Mandatory Pre-Proposal Conference...January 9, 2020 at 9:30 AM and 3:30 PM CST

C. Receipt of Proposals.....January 24, 2020 at 3:00 PM CST

D. Proposal Review.....January 29, 2020

H. Target Board Date.....February 20, 2020

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements and selection criteria. There shall be avoidance of fancy bindings and promotional material within. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-15 METHOD OF PAYMENT

See Special Terms and Conditions.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 EXPERIENCE AND QUALIFICATIONS

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants 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 subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

2-5 COST PROPOSAL

Proposers shall fill in their pricing for each zone they wish to bid on. Proposers must also fill in their total pricing on the bid form.

Zone 1

Name	Address	City	Cost Per Mowing
Walnut Hill C.C.	7850 Highway 97	Walnut Hill	$
Bradberry	4760 Highway 99A	Molino	$
Travis Nelson	4525 W Highway 4	Bratt	$
		Weekly Total for Zone 1	$

Zone 2

Name	Address	City	Cost Per Mowing
Molino	2320 Crabtree Church	Molino	$
Quintette	2490 Quintette Lane	Cantonment	$
Santa Maria Plaza	199 Madrid Road	Cantonment	$
		Weekly Total for Zone 2	$

Zone 3

Name	Address	City	Cost Per Mowing
Cantonment	681 Well Line Road	Cantonment	$
Ashton Brosnaham	10370 Ashton Brosnaham	Pensacola	$
		Weekly Total for Zone 3	$

Zone 4

Name	Address	City	Cost Per Mowing
John R Jones	555 E Nine Mile Road	Pensacola	$
		Weekly Total for Zone 4	$

Zone 5

Name	Address	City	Cost Per Mowing
Bellview	2750 Longleaf Avenue	Pensacola	$
Lewis Powell	7000 Rolling Hills	Pensacola	$
Myrtle Grove	99 N 61st Avenue	Pensacola	$
		Weekly Total for Zone 5	$

Zone 6

Name	Address	City	Cost Per Mowing
Brent	4711 N. W Street	Pensacola	$
Raymond Riddle	1704 N. W Street	Pensacola	$
Mayfair	50 S. Garfield	Pensacola	$
		Weekly Total for Zone 6	$

Zone 7

Name	Address	City	Cost Per Mowing
Southwest Sports Complex	2020 Bauer Road	Pensacola	$
Baars Field	13001 Sorrento Road	Pensacola	$
		Weekly Total for Zone 7	$

Zone 8

Name	Address	City	Cost Per Mowing
Brownsville C.C.	3200 W. DeSoto Street	Pensacola	$
Englewood C.C.	2751 N. H Street	Pensacola	$
Old Molino School	6450 Highway 95A N.	Molino	$
		Weekly Total for Zone 8	$

Zone 9

Name	Address	City	Cost Per Mowing
Pensacola Beach	Via de Luna Dr	Gulf Breeze	$
		Weekly Total for Zone 9	$

PART III **CRITERIA FOR SELECTION**

Please include written answers to the following criteria. Please not that (3.) does not require a written response; prices on the bid form will contribute to this given point value.

Criteria	Maximum Possible Points
1. List experience in landscaping. Please list any experience in servicing public facilities for Escambia County BCC or any other municipalities?	25
2. List any experience specifically servicing athletic fields.	25
3. Pricing will be taken from bid form and compared to other vendors' unit price for respective zone.	20
4. List all of the different types of equipment you will use to handle the contract.	15
5. What is your current workload compared to your company's capacity?	15
Total	**100**

PART IV SCOPE OF WORK

This project requires mowing and trimming services at specified locations throughout Escambia County. The work will include:

4-1 Game Surface Areas, Athletic Fields, and Common Areas.

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. High speed rotary mowers will be required for this type mowing. The following specifications will apply to mowing areas:

i. **Frequency:** **Once per week** during growing season as directed by Contract Supervisor. The Cost Proposal requires a "weekly" mowing cost, however, it is estimated that each zone will require approximately forty (40) mows annually due to non-growing season and other events that may impact the ability to mow weekly.

ii. **Type of Mower:** High speed rotary mower.

iii. **Cutting Height:** Maximum **1 ¾ inches** for athletic turf. No more than 1/3 of the grass height shall be cut off at any one mowing.

iv. **Scalping:** Mowing decks must not scalp the turf and if this occurs, the contractor shall be responsible for replacing the turf.

v. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***

vi. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.

vii. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. It is the responsibility of the contractor to remove or distribute grass clippings from game surface areas. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

4-2 Community Centers and Pensacola Beach

i. These building have heavy use depending on the time of the year and will be maintained at a high level of maintenance during the growing season. The contractor will work with Parks management to arrange a schedule that meets the needs of the community center and the contractor.

ii. Flower beds need to be mulched twice a year and weed control used as needed.

iii. Shrubs shall be pruned and maintained once a month throughout the growing season.

iv. Sidewalks shall be edged and blown off every week.

The following general conditions will apply to all areas:

- **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.

- **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.

- **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.

- **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.

- **Insurance Requirements.** See Special Terms and Conditions.

- **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.

- **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor. Contractor will provide pictures of any issues found on site and advise County of any changes to mowing schedule.

Mowing Frequency. Mowing will be performed once every seven days. At certain athletic fields and at Pensacola Beach, mowing shall occur on selected days by the county in order to avoid conflict of heavy crowds or scheduled games. Premature mowing or billing will not be allowed. The recreation management team may be the only people to give direction to the mowing contractors.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 26, 2019

To: All Known Prospective Submitters

ADDENDUM NUMBER 1:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for the following updates to the insurance requirements noted in the solicitation.

Per the Escambia County Department of Risk Management, the following insurance will not be required from Section H of the insurance section:

- Motor Truck Cargo Coverage
- Pollution/Environmental Impairment Liability Coverage

This Addendum Number 1 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 13, 2020

To: All Known Prospective Submitters

ADDENDUM NUMBER 2:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 states a reminder for the mandatory walk-though at Zone 9, Pensacola Beach.

This is a reminder that all submitters that wish to submit a bid for Zone 9, Pensacola Beach, must attend the walk-through on January 14, 2020 at 10 AM. All submitters will meet at the Santa Rosa Island Authority parking lot, located at 1 Via de Luna Dr., Gulf Breeze, FL 32561.

This Addendum Number 2 is furnished to all known prospective submitters. Please sign and submit one copy of this Addendum, with signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 17, 2020

To: All Known Prospective Submitters

ADDENDUM NUMBER 3:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 3 provides a question from a vendor and an answer from the purchasing specialist.

Question: Is there a bid bond required for this solicitation?

Answer: There is no bid bond required for this solicitation.

This Addendum Number 3 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2020

To: All Known Prospective Submitters

ADDENDUM NUMBER 4:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides a question from a vendor and an answer from the project manager.

Question: Are landscape beds at the community centers to be mulched based on evidence of a previously mulched bed? For example, evident pine straw or mulch existing now. There are quite a few areas that look like they should be mulched but have been unattended for a period of time.

Answer: All beds on the property that have any evidence of mulch need to be included in the quote. If there is an area in question that you can't see any previous mulch than it doesn't need to be included.

This Addendum Number 4 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

AGREEMENT RELATING TO GROUNDS MAINTENANCE FOR ESCAMBIA COUNTY ATHLETIC PARKS (P.D. 19-20.016) - ZONE 4

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 59-3735170, whose principal address is 251 East Johnson Avenue, Pensacola, Florida 32514, and whose mailing address is 1765 East Nine Mile Road, Suite 1, #110, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on December 20, 2019, the County issued a Request for Proposals (P.D. 19-20.016) seeking contractors to perform routine grounds keeping for County athletic parks located within nine geographic zones; and

WHEREAS, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services for Zone 4; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on August 7, 2020 ("Effective Date") and expire on February 19, 2021.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's Request for Proposals *Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks (Zone 4), Specification No. P.D. 19-20.016*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Time for Performance. Prior to beginning the performance of any services under this Agreement, the Contractor must receive a written Notice to Proceed from the Contract Administrator. Services will be performed once every seven (7) days during the growing season as determined by the Contract Administrator, and the frequency may be subject to change due to weather or other factors as determined by the Contract Administrator. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.

5. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor as follows:

John R. Jones Park 555 East Nine Mile Road, Pensacola, FL $1,350.00 p/week

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) 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.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Environmental Contractors, Inc. Attention: Tracy Hayes 1765 E. Nine Mile Road, Ste. 1, #110 Pensacola, FL 32514	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-28-2020

BCC Approved: _____

CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

By: _____
Tracy Hayes, President

Date: _____

_____
Corporate Secretary

[SEAL]

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS

SOLICITATION NUMBER PD 19-20.016

Responses will be received until 3:00 PM, CST, January 24, 2020

Two mandatory pre-solicitation conferences will be held at 9:30 AM and 3:30 PM, CST, on January 9, 2020

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
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 request 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:
Savannah Kruse
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4982
Email: SLKruse@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 ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist

Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
Solicitation Number PD 19-20.016

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 time 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.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- 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. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
PD 19-20.016

REQUEST FOR PROPOSALS

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

Solicitation Number PD 19-20.016

Solicitation

MAILING DATE: 12/20/2019
PRE-SOLICITATION CONFERENCE: Two Mandatory Pre-Solicitation Conferences will be held at the Escambia County Parks Department Conference Room, at 1651 E 9 Mile Rd, Pensacola, FL 32514, at 9:30 AM and 3:30 AM CST, January 9, 2020.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CST, January 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

Terms of Payment
See Special Terms & Conditions

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*** _____**
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Proposer's offer shall result in the Proposal being rejected as non-responsive.***

Bid Form

	Cost per Zone		Cost per Zone
Zone 1	**$**	**Zone 6**	**$**
Zone 2	**$**	**Zone 7**	**$**
Zone 3	**$**	**Zone 8**	**$**
Zone 4	**$**	**Zone 9**	**$**
Zone 5	**$**		

Total Bid Price: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to

_____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of Corporation is it: **"**For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____
(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:**

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Name of Submitting Firm, January 24, 2020 at 3:00 PM CST.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are

received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at SLKruse@myescambia.com. The last day for questions will be January 21, 2020 at 5:00 PM CST.

3. Pre-Solicitation Conferences

Two mandatory Pre-Solicitation Conference will be held at the Escambia County Parks Department Conference Room on January 9, 2020 at 9:30 AM and 3:30 PM CST.

All Offerors must be present for at least one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.

Walkthrough: All interested parties are invited to attend a mandatory pre-solicitation conference on January 14, beginning at 10:00 AM CST at the Pensacola Beach zone. Any vendor that would like to bid on the Pensacola Beach zone must attend this walkthrough. At this time, the Board's representative(s) will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented, in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

4. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

6. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

7. Protection of Property/Security

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

8. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. Price Adjustment

The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County’s designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

10. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

11. 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.

12. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to award no more than two (2) zones with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate 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.

14. 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

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level 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: Savannah Kruse, Purchasing Specialist
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for

any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Recommended Proposal Preparation Guidelines
1-11 Prime Contract Responsibilities
1-12 Disclosures
1-13 Delays
1-14 Work Plan Control
1-15 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Experience and Qualifications
2-5 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractors to provide mowing and trimming services at specified locations throughout Escambia County.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Michael Rhodes, Parks and Recreation Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Lump Sum agreement after committee selection, payment for which will be made upon completion of all required services in a calendar month, and when invoiced by the Contractor for all services performed in a calendar month.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Savannah Kruse, Purchasing Specialist, in writing via email at SLKruse@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..……....December 20, 2019

B. Mandatory Pre-Proposal Conference...January 9, 2020 at 9:30 AM and 3:30 PM CST

C. Receipt of Proposals.....January 24, 2020 at 3:00 PM CST

D. Proposal Review.....January 29, 2020

H. Target Board Date……..…….February 20, 2020

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements and selection criteria. There shall be avoidance of fancy bindings and promotional material within. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-15 METHOD OF PAYMENT

See Special Terms and Conditions.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 EXPERIENCE AND QUALIFICATIONS

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants 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 subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

2-5 COST PROPOSAL

Proposers shall fill in their pricing for each zone they wish to bid on. Proposers must also fill in their total pricing on the bid form.

Zone 1

Name	Address	City	Cost Per Mowing
Walnut Hill C.C.	7850 Highway 97	Walnut Hill	$
Bradberry	4760 Highway 99A	Molino	$
Travis Nelson	4525 W Highway 4	Bratt	$
		Weekly Total for Zone 1	$

Zone 2

Name	Address	City	Cost Per Mowing
Molino	2320 Crabtree Church	Molino	$
Quintette	2490 Quintette Lane	Cantonment	$
Santa Maria Plaza	199 Madrid Road	Cantonment	$
		Weekly Total for Zone 2	$

Zone 3

Name	Address	City	Cost Per Mowing
Cantonment	681 Well Line Road	Cantonment	$
Ashton Brosnaham	10370 Ashton Brosnaham	Pensacola	$
		Weekly Total for Zone 3	$

Zone 4

Name	Address	City	Cost Per Mowing
John R Jones	555 E Nine Mile Road	Pensacola	$
		Weekly Total for Zone 4	$

Zone 5

Name	Address	City	Cost Per Mowing
Bellview	2750 Longleaf Avenue	Pensacola	$
Lewis Powell	7000 Rolling Hills	Pensacola	$
Myrtle Grove	99 N 61st Avenue	Pensacola	$
		Weekly Total for Zone 5	$

Zone 6

Name	Address	City	Cost Per Mowing
Brent	4711 N. W Street	Pensacola	$
Raymond Riddle	1704 N. W Street	Pensacola	$
Mayfair	50 S. Garfield	Pensacola	$
		Weekly Total for Zone 6	$

Zone 7

Name	Address	City	Cost Per Mowing
Southwest Sports Complex	2020 Bauer Road	Pensacola	$
Baars Field	13001 Sorrento Road	Pensacola	$
		Weekly Total for Zone 7	$

Zone 8

Name	Address	City	Cost Per Mowing
Brownsville C.C.	3200 W. DeSoto Street	Pensacola	$
Englewood C.C.	2751 N. H Street	Pensacola	$
Old Molino School	6450 Highway 95A N.	Molino	$
		Weekly Total for Zone 8	$

Zone 9

Name	Address	City	Cost Per Mowing
Pensacola Beach	Via de Luna Dr	Gulf Breeze	$
		Weekly Total for Zone 9	$

PART III **CRITERIA FOR SELECTION**

Please include written answers to the following criteria. Please not that (3.) does not require a written response; prices on the bid form will contribute to this given point value.

Criteria	Maximum Possible Points
1. List experience in landscaping. Please list any experience in servicing public facilities for Escambia County BCC or any other municipalities?	**25**
2. List any experience specifically servicing athletic fields.	**25**
3. Pricing will be taken from bid form and compared to other vendors' unit price for respective zone.	**20**
4. List all of the different types of equipment you will use to handle the contract.	**15**
5. What is your current workload compared to your company's capacity?	**15**
Total	**100**

PART IV SCOPE OF WORK

This project requires mowing and trimming services at specified locations throughout Escambia County. The work will include:

4-1 Game Surface Areas, Athletic Fields, and Common Areas.

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. High speed rotary mowers will be required for this type mowing. The following specifications will apply to mowing areas:

i. **Frequency:** **Once per week** during growing season as directed by Contract Supervisor. The Cost Proposal requires a "weekly" mowing cost, however, it is estimated that each zone will require approximately forty (40) mows annually due to non-growing season and other events that may impact the ability to mow weekly.

ii. **Type of Mower:** High speed rotary mower.

iii. **Cutting Height:** Maximum **1 ¾ inches** for athletic turf. No more than 1/3 of the grass height shall be cut off at any one mowing.

iv. **Scalping:** Mowing decks must not scalp the turf and if this occurs, the contractor shall be responsible for replacing the turf.

v. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***

vi. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.

vii. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. It is the responsibility of the contractor to remove or distribute grass clippings from game surface areas. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

4-2 Community Centers and Pensacola Beach

i. These building have heavy use depending on the time of the year and will be maintained at a high level of maintenance during the growing season. The contractor will work with Parks management to arrange a schedule that meets the needs of the community center and the contractor.

ii. Flower beds need to be mulched twice a year and weed control used as needed.

iii. Shrubs shall be pruned and maintained once a month throughout the growing season.

iv. Sidewalks shall be edged and blown off every week.

The following general conditions will apply to all areas:

- **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.

- **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.

- **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.

- **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.

- **Insurance Requirements.** See Special Terms and Conditions.

- **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.

- **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor. Contractor will provide pictures of any issues found on site and advise County of any changes to mowing schedule.

Mowing Frequency. Mowing will be performed once every seven days. At certain athletic fields and at Pensacola Beach, mowing shall occur on selected days by the county in order to avoid conflict of heavy crowds or scheduled games. Premature mowing or billing will not be allowed. The recreation management team may be the only people to give direction to the mowing contractors.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 26, 2019

To: All Known Prospective Submitters

ADDENDUM NUMBER 1:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for the following updates to the insurance requirements noted in the solicitation.

Per the Escambia County Department of Risk Management, the following insurance will not be required from Section H of the insurance section:

- Motor Truck Cargo Coverage
- Pollution/Environmental Impairment Liability Coverage

This Addendum Number 1 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 13, 2020

To: All Known Prospective Submitters

ADDENDUM NUMBER 2:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 states a reminder for the mandatory walk-though at Zone 9, Pensacola Beach.

This is a reminder that all submitters that wish to submit a bid for Zone 9, Pensacola Beach, must attend the walk-through on January 14, 2020 at 10 AM. All submitters will meet at the Santa Rosa Island Authority parking lot, located at 1 Via de Luna Dr., Gulf Breeze, FL 32561.

This Addendum Number 2 is furnished to all known prospective submitters. Please sign and submit one copy of this Addendum, with signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 17, 2020

To: All Known Prospective Submitters

ADDENDUM NUMBER 3:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 3 provides a question from a vendor and an answer from the purchasing specialist.

Question: Is there a bid bond required for this solicitation?

Answer: There is no bid bond required for this solicitation.

This Addendum Number 3 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2020

To: All Known Prospective Submitters

ADDENDUM NUMBER 4:

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides a question from a vendor and an answer from the project manager.

Question: Are landscape beds at the community centers to be mulched based on evidence of a previously mulched bed? For example, evident pine straw or mulch existing now. There are quite a few areas that look like they should be mulched but have been unattended for a period of time.

Answer: All beds on the property that have any evidence of mulch need to be included in the quote. If there is an area in question that you can't see any previous mulch than it doesn't need to be included.

This Addendum Number 4 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18330 **County Administrator's Report 12. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Discretionary Money Allocation for Employee Morale Events
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Discretionary Allocation for County Employee Morale and "Thank You" Events - Robert Bender, County Commissioner, District 4

That the Board approve funding $3,000 from Commissioner Robert Bender's discretionary funds that he can use toward County Employee Morale and "Thank You" events during Fiscal Year 2019/2020 and Fiscal Year 2020/2021.

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

BACKGROUND:
Commissioner Robert Bender would like to use a portion of his discretionary funds to say "Thank You" to our County Employees by holding events in the various departments throughout the year.

BUDGETARY IMPACT:
The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Bender will use these funds at various times throughout the year to build up morale in the departments.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18347 **County Administrator's Report 12. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/06/2020
Issue: Coronavirus Relief Fund Rent, Mortgage, and Utility Assistance Program
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Coronavirus Relief Fund Rent, Mortgage, and Utility Assistance Program - Clara Long, Neighborhood & Human Services Department Director

That the Board approve the Coronavirus Relief Fund (CRF) Rent, Mortgage, and Utility Assistance Program to assist income qualifying tenants and homeowners affected by COVID-19.

[Funding: Fund 110/CARES-CRF-FHFC Housing, Cost Center 370239]

BACKGROUND:

On July 17, 2020, the first round of allocations under the Coronavirus Relief Funds (CRF) were announced for distribution to Florida local governments. Funds must be spent on housing related activities necessary due to the COVID-19 emergency. Funds may only be utilized for eligible expenditures between March 1 and December 30, 2020. The Board is asked to approve this new Program in order to assist tenants and homeowners at or below 120% of area median income with rent, mortgage, and utility expenses due to COVID-19. Assistance will be offered in the form of a Grant.

BUDGETARY IMPACT:

Funds will be made available via a separate Budget Amendment in Fund 110/Cost Center 370239. Funds will be advanced from the State.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required for this new program.

IMPLEMENTATION/COORDINATION:

Implementation of this program will be overseen by the Neighborhood Enterprise Division/Neighborhood & Human Services Department, with support from City of Pensacola Housing staff.

Attachments

CRF Program Guidelines

Escambia County
Coronavirus Relief Fund (CRF)
Rent, Mortgage, and Utility Assistance Program

Through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Florida Housing Finance Corporation has provided the Coronavirus Relief Fund (CRF) to Escambia County to assist eligible households with rent, mortgage, and utility assistance due to impacts from COVID-19. The program is not designed to assist those who were not financially impacted by the COVID-19 pandemic.

Summary: Rent, Mortgage, and/or Utility Assistance for moderate income households who have had their incomes adversely impacted by COVID-19. Eligible expenses must occur between March 1, 2020 and December 30, 2020.

Applicant Eligibility Requirements:

- Escambia County Resident (including City of Pensacola and Town of Century)
- Income Adversely Impacted by COVID-19
- Income at or below 120% of Area Median Income (2020 limits):

Household Size	1	2	3	4	5
Maximum Household Income	$55,440	$63,360	$71,280	$79,080	$85,440

- Assistance will only be provided for rents, mortgages, and utilities due beginning March 1, 2020 through December 30, 2020.
- Rental Applicants must have a lease in their or a household member's name and cannot be leasing from a family member.
- Mortgage Applicants must have mortgage in their name and property must be primary residence
- Utility Assistance Applicants must have utilities in their or a household member's name.
- Applicant(s) or household member must not have received any other financial assistance for the time frame payment is requested.

Maximum Assistance: Assistance will be provided to bring applicant current to prevent eviction or foreclosure. Additional Rent or Mortgage assistance may be provided to applicants continuing to experience documented COVID-19 hardship and as funding permits to stabilize the household.

Terms: Assistance will be provided in the form of a grant.

Eligible Property Types: All property types are eligible, including manufactured homes. Mortgage assistance will only be provided for owner-occupied residences.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18253 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/06/2020
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve the following allocation for Mr. Robbins Neighborhood, in the amount of $10,000 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:

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

Agency with amount (appropriate backup for agency is provided):

Mr. Robbin's Neighborhood. - $10,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mr. Robbin's Neighborhood

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

July 14, 2020

Mr. Robbins' Neighborhood
Attn: Ashley Rabon
P. O. Box 841, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 13, 2020.

Dear Ashley Rabon,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Mr. Robbins' Neighborhood DATE 07/13/2020

POINT OF CONTACT Ashley Rabon PH#

EMAIL ADDRESS: admin@mrrobbinsneighborhood ☐ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 08/03/2020 AMOUNT REQUESTED: $ 10,000 ✓

CHECK PAYABLE TO: Mr. Robbins' Neighbothood

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street PO Box 841 City Pensacola State FL Zip Code 32591

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief AR (Initial)

NAME OF CERTIFYING OFFICIAL: Ashley Rabon

TITLE OF CERTIFYING OFFICIAL: Associate Director

SIGNATURE (Digital): Ashley Rabon

DATE: 07/13/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 7/14/20		DAVID MORGAN, SHERIFF 7/14/2020 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Mr. Robbins' Neighborhood

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Mr. Robbins' Neighborhood, with the support of the community and organizations like the Escambia County Sheriff's office, has been able to serve over 400 at-risk youth in the Pensacola area since our start in 2014. Our main focus is to improve the futures of high-school aged student athletes, who have otherwise had little to no direction in their lives.

Many of our program participants are first generation college students who live at or below the poverty line, and have placed all of their hope for the future in becoming a professional athlete. The unfortunate truth is that the likelihood of this dream coming to fruition is very small, and if it falls through then our participants have no back-up plan. This may lead to a life of crime and/or drug use.

At our program meetings, we work on ACT test prep, college/trade school readiness, mental health awareness, goal setting, time management, career exploration, drug education, etiquette, and more.

Funds received from the ESCO Sheriff's office would go towards our program that benefits the youth of Pensacola and prepares them for a successful future so that they do not turn towards drugs and crime. Funds would be directed towards tutoring/ACT prep costs, transportation to and from program meetings, presenter fees, and meal costs.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 11 2016

MR ROBBINS NEIGHBORHOOD INC
C/O SCOTT EGSTAD & COMPANY PA
SCOTT EGSTAD
4300 BAYOU BLVD SUITE 26
PENSACOLA, FL 32503

Employer Identification Number:
81-1745263
DLN:
17053118328016
Contact Person:
KIMBERLY O'BANNON ID# 31554
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 5, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

MR ROBBINS NEIGHBORHOOD INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

0000039 08/25/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8017334299C-7	08/15/2017	08/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MR ROBBINS NEIGHBORHOOD INC
4600 SOUNDSIDE DR
GULF BREEZE FL 32563-9274

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mr. Robbins' Neighborhood

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 841

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, FL 32591

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	1	7	4	5	2	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Brandee Delphy | **Date** ▶ 5/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18365 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/06/2020
Issue: CARES Act Conceptual Plan and Implementation
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia CARES Act Conceptual Plan and Implementation - Janice P. Gilley, County Administrator

That the Board:

A. Discuss and approve the Escambia CARES Act Conceptual Plan;

B. Authorize the County Administrator to serve as the Authorized Agent for the CARES Act Funding Agreement and any subsequent Agreements or documents requested by the grantor;

C. Approve the Contract with a professional consultant to provide CARES Act Strategic Services for grant eligibility requirements, fraud detection, and the leveraging of funding to Escambia County; and

D. Due to the urgency and grant expenditure deadline of December 30, 2020, authorize the County Administrator to implement inter-program transfers of CARES Act funds as needed, and authorize the waiving of competitive requirements for eligible expenditures of CARES Act funds.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

On or about March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, (hereinafter referred to as the “CARES Act”) to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic. Title V of the CARES ACT established the “Coronavirus Relief Fund” and appropriated $150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19.

By utilizing a population-based formula described in the CARES Act, the State of Florida was allocated $8.328 billion, of which amount 55% ($4.58 billion) was reserved for the state and 45% ($3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population. On June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to $1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM. Escambia County and FDEM entered into FDEM CARES Act Funding Agreement providing 25% of the County’s total Coronavirus Relief Fund allocation directly to the County. Through the CARES Act Agreement, the County has received $14,321,324 from the Florida Division of Emergency Management which represents 25% of the County’s total potential reimbursement amount of $57,285,296.

Public assistance funding for COVID-19 Emergency Protective Measures is also available through the FEMA Public Assistance Grant Program.

This agenda item includes a recommended conceptual plan for program allocations and implementation of the CARES Act Grant, and it approves the Contract with a professional consultant to provide CARES Act Strategic Services, including grant eligibility requirements, fraud detection, and leveraging funding. This agenda item also provides authorization for the County Administrator to effectively manage the CARES Act Grant in consideration of the short grant period and expenditure deadline of December 30, 2020.

Currently, Escambia County has received the following notifications or awards in relation to the CARES Act.

Source of CARES Funds	Purpose	Amount
US Dept of the Treasury	FDEM CARES Act Agreement – 25%	$14,321,324.00
US Dept of Health and Human Services	Provider Relief Fund - EMS	$395,998.00
US Dept of Justice	Coronavirus Emergency Supplemental Funding Program – Jail and Sheriff	$370,107.00
FEMA	EMPG COVID-19 Supplemental	$19,949.43

CARES ACT through FL Housing	CARES CRF FHFC Housing – includes City	$903,834.00
US Dept of Housing & Urban Dev	CDBG Coronavirus Funds	$872,881.00
Federal Transit Administration (FTA)	5307 CARES Act for Operating and Capital Assistance	$10,137,924.00
US Dept of Transportation	Formula Grants for Rural Areas - ECAT	$541,960.00

BUDGETARY IMPACT:

The funding source is the FDEM CARES Act funding Agreement allocation to Escambia County. The County has received $14,321,324 from the Florida Division of Emergency Management which represents 25% of the County's total potential reimbursement amount of $57,285,296

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney is reviewing the Contract Agreements.

PERSONNEL:

To be determined.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

County Administration, Deputy County Administrator, Neighborhood & Human Services staff, and any other needed County staff in coordination with the Clerk's Office will manage this Contract.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18310 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 08/06/2020
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 R2020-94 and R2020-95; 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 ch. 37 of the Escambia Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executd an extension of state of local emergency.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by County Attorney Alison Rogers.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-94
Resolution R2020-95
Resolution

RESOLUTION R2020-94
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, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81 and R2020-93, declaring a state of local emergency that shall expire at 1:59 p.m. on the 27th day of July 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 27th day of July, 2020, and to expire at 1:59 p.m., central daylight time, on the 3rd day of August, 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 21st day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

(SEAL)

By: _____
Deputy Clerk

Date Executed
7/21/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/21/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

July 21, 2020

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

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-94, which was filed in this office on July 21, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-95
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, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93 and R2020-94, declaring a state of local emergency that shall expire at 1:59 p.m. on the 3rd day of August 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 3rd day of August, 2020, and to expire at 1:59 p.m., central daylight time, on the 10th day of August, 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 28th day of July, 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: 7/22/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

July 28, 2020

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

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-95, which was filed in this office on July 28, 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 , R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93, R2020-94 and R2020-95, declaring a state of local emergency that shall expire at 1:59 p.m. on the 10th day of August 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 10th day of August, 2020, and to expire at 1:59 p.m., central daylight time, on the 17th day of August, 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 August, 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: 7/28/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18338 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 08/06/2020
Issue: FDEP vs. Chavers Construction Inc. and Escambia County
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning FDEP vs. Chavers Construction Inc. and Escambia County.

That the Board take the following actions:

A. Authorize the County Administrator to execute the FDEP Consent Order; and

B. Authorize payment of the administrative fine or the development of an in-kind project to satisfy the requirements of the Consent Order without further action by the Board; and

C. Accept for information that the required remediation is incomplete and the County remains jointly responsible for the outcome until complete and accepted by FDEP.

[Funding: Fund 001, Cost Center 110201, Object Code 54901]

BACKGROUND:

On December 6, 2018, the BCC retained Chavers Construction, Inc. to perform lead remediation and range rehabilitation for the County's Perdido Landfill Gun Range. The facility has been used for years for firearms training and continues to be an active training facility for Sheriff's Department personnel and other employees requiring firearms training. During the remediation project, approximately 13 loads of lead contaminated soils were transferred from the County facility to 2482 Eastman Lane, a privately owned property, for additional remediation. Transfer of the contaminated soils was in violation of environmental regulations. FDEP investigated and found the transfer to be regulatory

violations.

During the past year, FDEP has provided oversight and guidance toward environmental compliance of the site at 2482 Eastman Lane, and the resulting Consent Order memorializes the County as a responsible party as defined in 62-730.020 F.A.C. Furthermore, based on the circumstances of the transfer of the soils offsite, it is believed the County and Chavers share responsibility for redress of all violations. Within 270 days of the effective date of the execution of the Consent Order, a Remedial Action Plan (RAP) must be submitted in accordance with Rule 62-780 to address soil and groundwater contamination at 2482 Eastman Lane, which must then be completed within 270 days of approval of the RAP. Note the County remains jointly responsible with Chavers Construction, Inc. until after completion of all activities required in the RAP. This could be an additional 18 months from execution of the Consent Order.

The Consent Order requires the County to pay either an administrative fine in the amount of $27,590 or perform an in-kind project valued at a minimum of $41,385. The Natural Resource Management staff is reviewing possible qualifying projects to satisfy the Consent Order.

Internally, process improvements continue to provide for better internal cross-departmental communication and review of project management. Further, the Natural Resource Management staff is now included in procurements to ensure minimum qualifications are met for contractors when environmental issues are present and the NRM staff is also provided an opportunity to comment on project management by other departments when environmental issues are present, and provide inspections for projects where necessary.

The County currently holds retainage in the amount of $48,237.85 and will not release the retainage to Chavers Construction, Inc. until final acceptance of the project by FDEP or EPA, depending on the ultimate agency oversight of the remediation.

BUDGETARY IMPACT:

Funding: Fund 001, Cost Center 110201, Object Code 54901 Other Current Charges and Obligations

LEGAL CONSIDERATIONS/SIGN-OFF:

The Consent Order was reviewed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Consent Order

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE NORTHWEST DISTRICT
v.	)	OGC FILE NO. 20-0975
Chavers Construction Inc.)		
Randall K. Chavers, Mary Ann Runyon, AND	)	
Escambia County	)	EPA ID NO. FLR000232074 AND FLR000181461

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and Chavers Construction, Inc. Randall K. Chavers, Mary Ann Runyon, and Escambia County ("Respondents") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondents admit the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to administer and enforce the provisions of the Florida Resource Recovery and Management Act, Sections 403.702, et seq., Florida Statutes ("F.S."), and the rules promulgated in Chapter 62-730, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.

2. Respondents are a "person" within the meaning of Sections 403.031(5) and 403.703(23), F.S.

3. Respondent Chavers Construction, In. is a Florida for-profit corporation which owns a facility located at 801 Virecent Rd. in Cantonment ("Chavers Construction Facility"). Respondent is the owner and operator of the Chavers Construction Facility as defined in Rule 62-730.020, F.A.C.

4. Respondents Randall K. Chavers and Mary Ann Runyon own a facility located at 2482 Eastman Ln. in Cantonment ("Chavers/Runyon Facility"). Randall K. Chavers and Mary Ann Runyon own the Property where soil containing lead projectiles removed from the Escambia County Pistol Range has been placed in 13 piles is located as defined in Rule 62-730.020, F.A.C.

5. Respondent Escambia County is a Florida political subdivision which operates a pistol range on real property located at 13009 Beulah Rd. in Cantonment ("Escambia County Facility"). Escambia County is the owner of the Facility as defined in Rule 62-730.020, F.A.C.

6. The Department finds that the following violation(s)occurred at the Chavers Construction Facility and the Chavers/Runyon Facility:

a. Transported hazardous waste without proper notification and registration (Chapter 62-730.170(2), F.A.C.).

b. Operation of a hazardous waste facility without applying for and receiving an operation permit from the Department (403.727(1)(a)&(b) and Chapter 62-730.240).

c. Hazardous waste not manifested (40 Code of Federal Regulations, "CFR" 262.20(a)(1)).

d. Employee training not provided (40 CFR 262.17(a)(7)).

7. The Department finds that the following violation(s) occurred at the Escambia County Facility

a. Failure to conduct a hazardous waste determination (40 CFR 262.11).

b. Hazardous waste not manifested (40 Code of Federal Regulations, "CFR" 262.20(a)(1)).

c. Land Disposal Restrictions ("LDR") treatment standards not conducted (40 CFR 268.7(a)(2)).

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

8. Effective immediately, Respondents shall comply with all Department rules regarding hazardous waste management. Respondents shall correct and redress all violations within the time periods stated below and shall comply with all applicable sections in Chapter 62-730, F.A.C. and Title 40, Code of Federal Regulations ("C.F.R.") Parts 260 through 266 and Part 268. All time periods shall run from the effective date of this Order.

9. **Within 270 days of the effective date of this Order**, Respondents shall submit to the Department a Remedial Action Plan ("RAP") in accordance with Rule 62-780, F.A.C. which shall address all soil and groundwater contamination that have occurred at Chavers/Runyon Facility, as required by Chapter 62-780. The Department will review and process the RAP in accordance with Rule 62-780, F.A.C. Respondents shall complete RAP activities within 270 days of the RAP approval date. Respondents shall have the burden of proving that any off-site contamination that is contiguous with on-site contamination did not result from discharges that occurred at the Property.

10. Upon submittal of the RAP to the Department, Respondents shall commence and complete all further tasks required by Chapter 62-780, F.A.C. in accordance with the requirements and time schedules identified in that Chapter.

11. Within 60 days of the effective date of this Order, Respondents shall pay the Department $62,010 in settlement of the matters addressed in this Order. This amount includes $500 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalties are apportioned as follows for Chavers Construction Facility and the Chavers/Runyon Facility: $2,130 for violation of Rule 62-730.170(2), F.A.C.; $18,330 for violation of Rule 62-730.240, F.A.C; $2,130 for violation of 40 CFR 262.20(a)(1); and $11,330 for violation of 40 CFR 262.17(a)(7). The civil penalties are apportioned as follows for Escambia County Facility: $2,130 for violation of 40 CFR 262.11; $2,130 for violation of 40 CFR 262.20(a)(1); and $23,330 for violation of 40 CFR 268.7(a)(2).

12. In lieu of making cash payment of $27,590 in civil penalties as set forth in paragraph 11 above, Escambia County may elect to off-set this amount by implementing an in-

kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least $41,385. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining $250 in costs must be paid within 30 days of the effective date of the Consent Order.

13. In lieu of making cash payment of $33,920 in civil penalties as set forth in paragraph 11 above, Chavers Construction Inc. may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least $50,880. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining $250 in costs must be paid within 30 days of the effective date of the Consent Order.

14. If Respondents elect to implement an in-kind project as provided in paragraph 12, then Respondents shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

15. Respondents shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to

the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

16. Except as otherwise provided, all submittals required by this Order shall be sent to Merlin D. Russell, Jr. Professional Geologist III/Hazardous Waste Permitting & Programs, Department of Environmental Protection, 2600 Blair Stone Rd., Tallahassee, FL 32399-2400 and penalties and costs required by this order shall be sent to the Northwest District, 160 West Government Street Suite 308, Pensacola, FL 32502.

17. Respondents shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

18. Respondents shall use all reasonable efforts to obtain any necessary access to implement the terms of this Order. If necessary access cannot be obtained, or if obtained, is revoked by owners or entities controlling access to the properties to which access is necessary, Respondent shall notify the Department within five business days of such refusal or revocation. The Department may at any time seek to obtain access as is necessary to implement the terms of this Order. Respondents shall reimburse the Department for any damages, costs, or expenses, including expert and attorney fees, that the Department is ordered to pay, or that the Department incurs in connection with its efforts to obtain access that is necessary to implement the terms of this Order. Respondent shall pay these sums to the Department or arrange a payment schedule with the Department within 30 days of written demand by the Department.

19. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property,

(a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

20. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines (unless the cause of the contractor's late performance was also beyond the contractor's control) shall be considered circumstances beyond the control of Respondent. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must describe the provision or provisions extended, the new compliance date or dates, and the additional measures respondents must take to avoid or minimize the delay, if any. Failure of Respondents to comply with the notice requirements of this Paragraph in a timely manner constitutes a waiver of Respondents' right to request an extension of time for compliance for those circumstances.

21. The Department, for and in consideration of the complete and timely performance by Respondents of the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for violations outlined in this Order. This waiver is conditioned upon (a) Respondent's complete compliance with all of the terms of this Order, and (b) the remediation of contaminated areas to the applicable site rehabilitation levels. The Department's cause of action for damages accrues when the Department concludes that remediation of contaminated areas to the applicable site rehabilitation levels is not feasible or that the Respondents failed to completely implement the Department-approved remedial or corrective action plan (however designated). If the Department and Respondents fail to reach agreement on the payment of the damages, the Department may initiate appropriate legal action to recover the damages as provided by law.

22. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or the rules administered by the Department that are not specifically resolved by this Order. Nothing herein shall be construed to limit the Department's authority to take any action against Respondents in response to or to recover the costs of responding to conditions at or from the Facility that require Department action to abate an imminent hazard to the public health, welfare, or the environment.

23. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondents of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

24. Respondents are fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to $10,000.00 per day per violation, and criminal penalties.

25. Respondents acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this Order. Respondents also

acknowledges and waives its right to appeal the terms of this Order pursuant to Section 120.68, F.S.

26. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order shall be effective until reduced to writing, executed by both Respondents and the Department, and filed with the clerk of the Department.

27. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, F S. Failure to comply with the terms of this Order shall constitute a violation of Section 403.161(1)(b), F.S.

28. This Consent Order is a final order of the Department pursuant to Section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Order will not be effective until further order of the Department.

Persons who are not parties to this Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

a) The OGC Number assigned to this Order;

b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

c) An explanation of how the petitioner's substantial interests will be affected by the Order;

d) A statement of when and how the petitioner received notice of the Order;

e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;

f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Order;

g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Order; and

h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000, or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated in Paragraph 15. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Order may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in Section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

29. Rules referenced in this Order are available at http://www.dep.state.fl.us/legal/Rules/rulelist.htm.

FOR THE RESPONDENT:

Ryan Chavers DATE
President, Chavers Construction, Inc.

FOR THE RESPONDENT:

Randall K. Chavers DATE
Or Mary Ann Runyon

FOR THE RESPONDENT:

Escambia County DATE

DONE AND ORDERED this _____ day of _____,2020, in Escambia, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullins Orr
Interim District Director
Northwest District

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18337 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Information**
Meeting Date: 08/06/2020
Issue: Recommendation Concerning Brad Crain v. Escambia County, Office of Environmental Enforcement
From: MATTHEW SHAUD, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Brad Crain v. Escambia County, Office of Environmental Enforcement, First District Court of Appeal Case No. 1D19-2494.

That the Board be made aware that the Petition for Writ of Certiorari filed by Mr. Brad Crain in the First District Court of Appeal, State of Florida, has been denied.

BACKGROUND:

In or around May 2018, Mr. Brad Crain installed an unpermitted driveway at a second home he owns in Perdido Key. Code Enforcement issued a Notice of Violation on May 10, 2018, ordering Mr. Crain to cease and desist all activity until the requisite permits were acquired.

On August 14, 2018, Special Magistrate John B. Trawick ordered Mr. Crain to correct any violations by October 13, 2018. On September 13, 2018, Mr. Crain filed a Notice of Appeal in the Circuit Court for Escambia County. The Circuit Court affirmed the Special Magistrate's decision on June 13, 2019.

Mr. Crain then filed a Petition for Writ of Certiorari in the First District Court of Appeal, seeking review of the Circuit Court's ruling. On June 2, 2020, the District Court of Appeal denied Mr. Crain's petition and refused to review the case. All appellate options available to Mr. Crain have now expired.

The property remains noncompliant and continues accumulating fines of $20.00 per day.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Matthew R. Shaud has reviewed and approved this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Brad Crain DCA Denial

Brad Crain DCA Mandate

FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

No. 1D19-2494

BRAD CRAIN,

Petitioner,

v.

ESCAMBIA COUNTY, OFFICE OF ENVIRONMENTAL ENFORCEMENT,

Respondent.

Petition for Writ of Certiorari—Original Jurisdiction.

June 2, 2020

PER CURIAM.

DENIED.

WOLF, ROWE, and MAKAR, JJ., concur.

Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331.

Brad Crain, pro se, Petitioner.

No appearance for Respondent.

M A N D A T E

PAM CHILDERS
CLERK & COMPTROLLER
FILED
2020 JUN 23 A 10: 2
ESCAMBIA COUNTY, FL

from

FIRST DISTRICT COURT OF APPEAL

STATE OF FLORIDA

This case having been brought to the Court, and after due consideration the Court having issued its opinion;

YOU ARE HEREBY COMMANDED that further proceedings, if required, be had in accordance with the opinion of this Court, and with the rules of procedure, and laws of the State of Florida.

WITNESS the Honorable Stephanie W. Ray, Chief Judge, of the District Court of Appeal of Florida, First District, and the seal of said Court at Tallahassee, Florida, on this day.

June 23, 2020

Brad Crain v.
Escambia County, Office of Environmental Enforcement

DCA Case No.: 1D19-2494
Lower Tribunal Case No.: 2018-AP-19

KRISTINA SAMUELS, CLERK
District Court of Appeal of Florida, First District

gl
Mandate and opinion to: Hon. Pam Childers, Clerk
cc: (without attached opinion)
Kia Johnson Brad Crain