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 – September 3, 2020 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Underhill.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Paul Tauscher, a Maintenance Technician in the Parks and Recreation Department, on his selection as the "Employee of the Month" for September 2020;

B. Adopt the Proclamation commending and congratulating David Stevens on his retirement and outstanding record of service to the public and expressing appreciation for 35 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida;

C. Adopt the Proclamation commending and honoring Ms. Destany McKim for her acts of courage and heroism while saving lives, and wishing her much success in her future endeavors;

D. Adopt the Proclamation commending and congratulating Abigail Bray-Crews with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

E. Adopt the Proclamation commending and congratulating Alan Bray-Crews with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

F. Adopt the Proclamation commending and congratulating Gracie Meredith with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

G. Adopt the Proclamation commending and congratulating Tucker Padgett with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

H. Adopt the Proclamation commending and congratulating Hannah Thorne with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

I. Adopt the Proclamation commending and congratulating Jessica Conti with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

J. Adopt the Proclamation commending and congratulating Ethan Thorne with

the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

K. Adopt the Proclamation commending and congratulating Chad Sasser with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

L. Adopt the Proclamation proclaiming the week of September 7 - September 13, 2020, as "National Patriotism Week", and urging all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship;

M. Ratify the Proclamation dated August 10, 2020, commending and honoring the life of Reverend Dr. Michael J. Johnson, and extending heartfelt condolences and well wishes to his family and friends; and

N. Ratify the Proclamation dated August 10, 2020, commending and congratulating Mr. Albert "Al" Vinson Martin on his prestigious career, his numerous recordings and achievements, and wishing him much success with his new book, "Al's Ten Fingers; He used them to play music", recently released on Amazon.

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

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

8. 5:31 p.m. Public Hearing for consideration of 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.

Recommendation: That the Board take the following action concerning 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. Approve 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;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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

9. 5:32 p.m. Public Hearing for consideration of 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.

Recommendation: That the Board take the following action concerning 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. Approve 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.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The subject property is located in Commission District 3.

10. 5:33 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.

11. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of the July 31, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2020, as required by Ordinance Number 95-13. On July 31, 2020, the portfolio market value was $325,060,880 and portfolio earnings totaled $444,774 for the month. The short term portfolio achieved a yield of 0.85%. The long-term CORE portfolio achieved a yield of 0.23%.

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

That the Board accept, for filing with the Board's Minutes, the Residential Rehab Grant Program Cancellation of Lien between the Escambia County Board of County Commissioners and Wanda Woods and Freddie L. Woods for 6214 Vicksburg Drive, Pensacola, FL, 32503, recorded in Official Records Book 8356, Page 1154, as the indebtedness has been paid in full.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held August 20, 2020; and

B. Approve the Minutes of the Regular Board Meeting held August 20, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Recreational Vehicles

That the Board of County Commissioners (BCC) take the following action:

A. Review and adopt Option A Ordinance as recommended by the Planning Board to (1) make RV use as living quarters available throughout the county in zoning districts that allow manufactured homes and (2) allow other RV use outside of MH parks, campgrounds, and RV parks for up to 30 days in a calendar year rather than the current 14;

OR

B. Review and adopt Option B Ordinance that was the draft that went to the Planning Board that allowed RV use in commissioner District 5 where the zoning allowed manufactured homes, and otherwise limited RV use outside of MH parks, campgrounds, and RV parks to 14 days in a calendar year (what is currently allowed).

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3.04 Definitions; OBJ FLU 1.3, FLU Map Designations and FLU 3.1 Rural Development

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), 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.

This serves as the first of two required public hearings.

3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Sections 3-1.3, 3-2.2, and 3-2.3

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending 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.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. 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 two Request for Disposition of Property Forms 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 Forms with the Agency and reason stated.

2. Recommendation Concerning the Request for Disposition of Property Form for the Public Safety Department - Jason Rogers, Public Safety Department Director

   That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed 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.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 6, 2020 - Clara Long, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the August 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Community Development Block Grant Agreement with the Escambia County Human Relations Commission - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant Agreement with the Escambia County Human Relations Commission:

A. Approve the Community Development Block Grant Agreement with the Escambia County Human Relations Commission (HRC), in the amount of $48,680.67, to provide for fair housing services through September 2021, subject to Legal review and sign-off; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents required to implement the program.

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER.

Vendor/Agency	Funding	Amount	Contract
Escambia County Human Relations Commission	Fund 129/2018 CDBG, Cost Center 370232	$48,680.67	N/A

2. Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 204 Tower Drive - 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 204 Tower Drive:

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 Rochelle McCall, Owner; per the terms and conditions of NED S-R-2020-18, NED SHIP Housing Repair for 204 Tower Drive, for a bid of $32,750; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
David H. Griffin Enterprises, LLC	Fund 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-18
	Fund 124/Affordable Housing, Cost Center 370290	$2750	

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

That the Board ratify the following September 3, 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 Roof Program Funding and Lien Agreements:

A. Approving the Residential Roof Program Funding and Lien Agreements between Escambia County CRA and Property Owners; and

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Ella Mae Walker	1127 West Maxwell Street	151	Englewood CRA-370117	Roof Replacement	$8,711
Stephanie Neal	707 Loire Way	151	Palafox CRA - 370115	Roof Replacement	$13,764.50

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

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

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Jose' Carlos Reyes	1306 Wisteria Avenue	151	Barrancas-370116	Replacement Windows	$1,980

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

5. Recommendation Concerning Supplemental Budget Amendment #184, Fiscal Year 2018 Edward Byrne Memorial Justice Assistance (JAG) Grant - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Other Grants and Projects Fund (110), in the amount of $125,841, to recognize the Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department to support bike patrol activities in the Fiscal Year 2019/2020 Budget.

Fund Number	**Fund Name**	**Revenue Code**	**Revenue Title**	**Amount**
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				**$125,841**

Fund Number	**Cost Ctr No.**	**Cost Center Title**	**Account Code**	**Account Title**	**Amount**
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					**$125,841**

6. Recommendation Concerning Supplemental Budget Amendment #188 - Appropriation for Local Agency Program Agreement for Perdido Key Drive Multi-Use Path, Western Section, Joy Jones, P.E., Engineering Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Local Option Sales Tax Fund IV (353), in the amount of $1,768,953, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction, and Construction, Engineering and Inspection (CEI) services for the Perdido Key Drive Multi-Use Path, western section.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
353	LOST IV	334500 (new)	LAP-Perdido Key Multi-Use Path	$1,768,953
Total				$1,768,953

Fund Number	Cost Center No.	Cost Center Title	Account Code	Account Title	Amount
353	210132 (new)	PK Multi-Use Path LAP	56301	Improvements Other than Buildings	$1,768,953
Total					$1,768,953

7. Recommendation Concerning Supplemental Budget Amendment #191, Sheriff's Department, Henrique Dias, Chief Financial Officer - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving the Supplemental Budget Amendment #191, General Fund (001), in the amount of $24,722, to recognize the Sheriff's off-duty officer, miscellaneous reimbursements/fees, auto repairs, auto insurance, public records and investigative costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Fund Number	Fund Name	Account Name	Account Code	Amount
001	General Fund	Misc. Sheriff Fees	369939	$ 7,200
001	General Fund	Investigative Costs	341525	$ 271
001	General Fund	Reimbursements/EDE	369401	$17,251
TOTAL				$24,722
Fund Number	Fund Name	Cost Center Code Title	Account Code/Title	Amount
001	General Fund	540101/Administration	59703/Operating Exp.	$24,722
TOTAL				$24,722

8. Recommendation Concerning Supplemental Budget Amendment #200, Law Enforcement Trust Fund, Henrique Dias, Sheriff's Department Chief Finance Officer - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #200, Law Enforcement Trust Fund (121), in the amount of $40,000, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of Fiscal Year 2019/2020.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
121	Law Enforcement Trust Fund	359005	Law Enforcement Trust	40,000
Total				**$40,000**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
121	540103	Law Enforcement Trust	58201	Aids to Private Organizations	40,000
Total					**$40,000**

9. Recommendation Concerning Supplemental Budget Amendment #203, 2020 FTA Grant FL-2020-052-00, Tonya Ellis, Mass Transit Department Director - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund, in the amount of $207,445, to recognize the difference between what was budgeted in the current year and the amount of the actual award for FTA Grant FL-2020-052-00, and to appropriate these funds for operating and capital expenses as indicated below.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331483	FTA Operating Assistance	(156,231)
104		331440	FTA Preventive Maintenance	43,171
104		331441	ADA Capital Costs	17,904
320	FTA Capital Projects Fund	331488 (new)	2020 FTA FL-2020-052-00	302,601
Total				**$207,445**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320401	Mass Transit Operations	51201	Salaries	(156,231)
104	320407	Mass Transit Fleet Maint	54606	Preventive Maintenance	43,171
104	320406	Paratransit Services	53405	ADA Paratransit Costs	17,904
320	211244 (new)	2020 FTA FL-2020-052-00	53101	Professional Services	200,000
320	211244 (new)	2020 FTA FL-2020-052-00	56301	Improvements other than Bldgs	36,487
320	211244 (new)	2020 FTA FL-2020-052-00	58101	Aids to Gov't Agencies	66,114
Total					**$207,445**

10. Recommendation Concerning Supplemental Budget Amendment #204, Pensacola & Perdido Bays Estuary Program, Chips Kirschenfeld, Deputy County Administrator, Natural Resource Management - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $15,000, to recognize the transfer of reserves to Pensacola & Perdido Bays Estuary Program, a conduit of Escambia County, and to appropriate these funds to support the Estuary Program.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
118	Gulf Coast Restoration Fund	381001	Transfer from F-001	15,000
Total				**$15,000**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
001	110215	Non-Departmental Transfers	59129 (new)	Transfer to Fund 118	15,000
001	220100	Natural Resources Mgmt Admin	59801	Reserves	(15,000)
118	222009 (new)	P&P Bays Estuary Program	53401	Other Contractual Services	15,000
Total					**$15,000**

11. Recommendation Concerning Supplemental Budget Amendment #205, Fiscal Year 2019 Prison Rape Elimination Act Standards, Protecting Inmates and Safeguarding Communities Grant, William R, Powell, Director of Corrections - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #205, Jail Commissary Fund (111) and the General Fund (001), in the amount of $221,016, to recognize the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communities Grant from the U.S. Department of Justice, Office of Justice Programs, and to appropriate these funds to assist in expanding the implementation of PREA Standards while supporting DOJ's critical goals of reducing crime, enhancing public safety, and providing vital services to crime victims. Most notably, the Grant award will increase the department's capacity to prevent, detect, and respond to sexual abuse in the Escambia County Jail.

The full amount allocated to this initiative will be $168,516 awarded from the Grant, along with $168,516 in matching funds, over a two-year period would consist of salaries for the current staff members totaling $116,016 (Fund 001) and equipment totaling $52,500 (Fund 111), which will come from already approved and existing departmental funds.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
001	General Fund	New	DOJ PREA Grant	168,516
001	General Fund	381111 (new)	Transfer from F-111	52,500
Total				**$221,016**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
001	290412 (new)	DOJ PREA Grant	51201	Salaries	146,423
001			52101	FICA	11,200
001			52201	Retirement Contributions	34,800
001			52301	Life & Health	20,000
001			52401	Workers Compensation	19,609
001			56401	Machinery & Equipment	100,000
001			54701	Printing & Binding	5,000

111	290406	Jail Commissary	59801	Reserves	(52,500)
111	290406	Jail Commissary	59101	Transfers (new)	52,500
001	290401	Detention	51201	Salaries	(73,212)
001			52101	FICA	(5,600)
001			52201	Retirement Contributions	(17,400)
001			52301	Life & Health Insurance	(10,000)
001			52401	Workers Compensation	(9,804)
Total					**$221,016**

12. Recommendation Concerning Acceptance of Two Drainage Easements for the Robinson Street Dirt Road Paving and Drainage Improvements Project - Cassie Boatwright, Facilities Management Director

That the Board take the following action concerning the acceptance of two Drainage Easements for the Robinson Street Dirt Road Paving and Drainage Improvement Project:

A. Accept the donation of two Drainage Easements located in Saverna Park Subdivision for the Robinson Street Dirt Road Paving and Drainage Improvement Project;

Property Owner	Parcel Reference Number
William Chester Barnett, II	10-1N-31-2400-005-008
David Glenn Eaton and Lauren M. Broxson Eaton	10-1N-31-2400-006-008

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

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

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

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

This property is located in Commission District 5.

13. Recommendation Concerning the Florida Department of Transportation Local Agency Program Agreement for Construction and for Construction, Engineering, and Inspection Services for the Perdido Key Multi-Use Path, Western Phase - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation and Escambia County, for Construction and for Construction, Engineering and Inspection (CEI) Services for the Perdido Key Drive Multi-Use Path from the Alabama State Line to the Western Entrance to Perdido Key State Park:

A. Approve and authorize the Chairman to sign the LAP Agreement between FDOT and Escambia County for Construction and for Construction, Engineering and Inspection (CEI) Services for the Perdido Key Drive Multi-Use Path from the Alabama State Line to the Western Entrance to Perdido Key State Park, in the amount of $1,768,953, which will be reimbursed to the County;

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement; and

C. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

Perdido Key Drive is located in Commission District 2.

14. Recommendation Concerning the Reallocation of Capital Improvement Program Funds for the Perdido Key Drive and Johnson Beach Road Intersection Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Local Option Sales Tax (LOST) IV District 2 Discretionary funds, in the amount of $125,308, for the Perdido Key Drive and Johnson Beach Road Intersection Improvement Project.

Fund	Cost Center	Project Name	Amount
Fund 353, LOST IV District 2 Discretionary Funds	110102	Perdido Key Drive at Johnson Beach Road Intersection Improvement Project	$125,308

15. Recommendation Concerning PD 19-20.009, State and Federal Tax Credit Incentives Broker/Consulting - Clara Long, Neighborhood & Human Services Director through Paul Nobles, Manager of Purchasing, Office of Purchasing

That the Board take the following action concerning PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting:

A. Approve and authorize the Chairman to execute the Agreement for Broker/Consulting Services (PD 19-20.009) to retain Clocktower Tax Credits, LLC for the purpose of brokering a sale of the County's Brownfield Voluntary Cleanup Tax Credits; and

B. Approve and authorize the Chairman to execute the Purchase Agreement/Contract to sell to RELX U.S. Holdings, Inc., for the Brownfields Voluntary Tax Credit Certificates.

Vender / Contractor	Funding	Amount	Contract Number
Clocktower Tax Credits LLC.	Fund 129, CDBG Entitlement	$309,726.89 (Will be received by Escambia County)	PD 19-20.009

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

- Clocktower Submittal
- Bid Summary

16. Recommendation Concerning Perdido Key Drive at Johnson Beach Road Intersection Improvements - 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, Florida and Atkins North America, LLC, per the terms and conditions of PD 19-20.022, Perdido Key Drive at Johnson Beach Road Intersection Improvements, in the amount of $125,308.

Vender / Contractor	Funding	Amount	Contract Number
Atkins North America, LLC	Fund Name: LOST IV Fund Number: 353 Cost Center: 110102 Object Code: 56301	$125,308	PD 19-20.022

A Request for Letters of Interest (RLI) for PD 19-20.022, Perdido Key Drive at Johnson Beach Road Intersection Improvements, was publicly noticed to 96 unique firms via Vendor Registry on January 24, 2020. The solicitation was viewed by 33 firms. Proposals were received from four firms on February 7, 2020.

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

- RFP Response from Atkins North America, LLC

17. Recommendation Concerning the Award of a Purchase Order for One 2021 Ford F-150 Super Cab 4X4 XL (Model X1E) for the Natural Resources Management Department - Tim Day, Senior Manager, Natural Resources Management and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

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

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for One 2021 Ford F-150 Super Cab 4X4 XL (Model X1E) for Natural Resources Management Department, to Duval Ford, LLC, in the amount of $29,792.

Vendor	Funding	Amount	Contract
Duval Ford, LLC	Fund 18, Tourist Promotion Fund; Cost Center 220805, 4th Cent Marine Recreation; Object Code 56401, Machinery & Equipment	$29,792	Florida Sheriff's Association FSA 19-VEL27.0

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

- Quote from Duval Ford, LLC, with FSA Contract Information

18. Recommendation Concerning the Award of a Purchase Order for Five 2021 Ford Explorers (Model K7B) for Code Enforcement - Tim Day, Senior Manager, Natural Resources Management Through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

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

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for Five 2021 Ford Explorers (Model K7B) to Bozard Ford Co., in the total amount of $132,335 ($26,467 each).

Vendor	Funding	Amount	Contract
Bozard Ford Co.	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$132,335	Florida Sheriff's Association FSA 19-VEL27.0

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

- Quote from Bozard Ford Co.

19. Recommendation Concerning On-Site Employee Health Clinic - Jana Still, Human Resources Department Director

That the Board takes the following action concerning the On-Site Employee Health Clinic:

A. Approve the Amendment to the present Contract with Concentra Health Services, Inc., for the On-Site Employee Health Clinic to extend the Contract until October 31, 2020; and

B. Authorize the County Administrator to sign the Amendment with Concentra Health Services.

[Funding Source: 501, Internal Service Fund]

20. Recommendation Concerning Group Life & Accidental Death and Dismemberment (AD&D) and Voluntary Long-Term Disability Insurance (PD 15-16.042) - Jana Still, Human Resources Department Director

That the Board take the following actions concerning Group Life & AD&D and Voluntary Long-Term Disability Insurance (PD 15-16.042):

A. Approve a one-year extension with Lincoln National Life Insurance Company for Group Life & AD&D and Voluntary Long-Term Disability Insurance until December 31, 2021, as the rates will remain the same at $.081 per thousand dollars of coverage for basic life, and $.0185 per thousand dollars for AD&D coverage. These rates will continue to save the employees approximately $8,500 in Long-Term Disability premiums and the County approximately $20,436 in premiums for group life and AD&D insurance;

B. Approve Amendment 2 that grandfathered all employee elections prior to April 1, 2020; and

C. Authorize the County Administrator to sign the Lincoln National Life Insurance Amendment.

III. For Discussion

1. Recommendation Concerning the OLF-8 Task 1 Update - Janice P. Gilley, County Administrator

   That the Board receive the presentation from DPZ concerning the former Navy Outlying Landing Field Eight (OLF-8) Master plan update and discuss next steps.

2. Recommendation Concerning Local Government Contribution for SAIL Housing Tax Credit Applications through Florida Housing Finance Corporation - Clara Long, Neighborhood & Human Services Department Director

   That the Board take the following action concerning the Local Government Contribution for SAIL Housing Tax Credit Applications through Florida Housing Finance Corporation:

   A. Support the provision of a minimum local government contribution, in the amount of $37,500, for multi-family developments applying for State Apartment Incentive Loan (SAIL) financing through Florida Housing Finance Corporation (FHFC) under RFA 2020-205;

   B. Approve the local Application Form and timelines, to include some flexibilities as needed regarding local community meetings due to COVID-19; and

   C. Support the provision of an additional $100,000 for developments providing two units set aside for extremely low income homeless or special needs households.

   [Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

3. Recommendation Concerning the Acquisition of Real Property Located at 4313 Erress Boulevard for the Erress Boulevard and Diego Circle Blight Reduction Project - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following September 3, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), either approve, by super majority vote, or deny the following action:

A. Authorizing the purchase of real property located at 4313 Erress Boulevard, from Willie Wright Jr., for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $17,000 (County's appraised value is $13,000);

B. Approving the Contract for Sale and Purchase for the acquisition of real property located at 4313 Erress Boulevard (.0753 acres); and

C. Authorizing the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in Commission District 3.

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

4. Recommendation Concerning a Discussion Exercising the First of Two Possible One-Year Renewal Periods for PD 16-17.068, Re-Solicit Operator for Paratransit Services - Tonya Ellis, Mass Transit Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board discuss the first of two possible one-year renewals for PD 16-17.068, Re-Solicit Operator for Paratransit Services, between Escambia County and Innovative Transport & Logistics Solutions, LLC, for a term of 12 months effective October 1, 2020, per the terms and conditions approved by the Board August 17, 2017.

Year 4
Per Trip rate, which includes a minimum living Wage of $11.23 for all employees, Ambulatory trip rate of $31.04, Wheelchair trip rate of $43.82; In the amount of $2,970,051.33, based on 75% Ambulatory trips and 25% Wheelchair trips. The terms of Contract PD 16-17.068 include Escambia County paying fuel costs for the contractor. In Fiscal Year 2019, the total cost of fuel paid by Escambia County under this Contract totaled $213,297.17.

Vendor/Contractor	Funding	Amount	Contract Number
Innovative Transport & Logistics Solutions, LLC	Fund 104, Mass Transit, Cost Center 320406, Object Code 53405/53416	$2,970,051.33	PD 16-17.068

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

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

That the Board discuss the Escambia CARES Act Plan update including the following topics:

1. Implementation plan of the Family Emergency Financial Assistance Grant including eligibility requirements and required documentation;
2. Implementation plan of the Business Assistance Grant including eligibility requirements and required documentation;
3. Assistance for implementing grant programs; and
4. The funding balance for CARES Programs in the initial allocation of $14,321,324.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following action:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-110; and

B. Extension of Escambia County State of Local Emergency.

2. Recommendation Concerning Escambia County v. United Parcel Service

That the Board authorize the County Attorney's Office to file suit against United Parcel Service to recover damages for the loss of a Steerable Pipe Ranger II entrusted to its custody and control for transport.

3. Recommendation Concerning Approval of Settlement of the Case of Frank Nichols v. Escambia County, Case No. 2020 CA 000720 in the Sum of $20,000.00, with the County being Responsible for $3,998.41.

That the Board:
A. Approve the proposed settlement of payment of $20,000.00 to Plaintiff Frank Nichols in exchange for an executed general release and hold harmless agreement.

B. Authorize retained insurance counsel to execute a stipulation for dismissal with prejudice on behalf of Escambia County.

C. Authorize retained insurance counsel and Deputy County Attorney Charles V. Peppler to execute the attached general release and hold harmless agreement on behalf of Escambia County.

4. Recommendation Concerning the Scheduling of an Attorney/Client Session on September 8, 2020 in re: CEJ South, Inc. v. Escambia County and Escambia County v. CEJ South, Inc. d/b/a Family Funeral and Cremation.

That the Board take the following actions:

A. Schedule an attorney/client session with its attorneys to discuss a proposed settlement agreement; and

B. Approve the public notice printed below which is to be published on the *Pensacola News Journal* on Saturday, September 5, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation the cases of CEJ South, Inc. v. Escambia County, Case No. 2014 CA 002270 and Escambia County v. CEJ South, Inc. d/b/a Family Funeral and Cremation, Case No. 2020 CA 000787, Escambia County Circuit Court, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 5:00 p.m. on September 8, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender and Steven Barry, County Administrator Janice P. Gilley, County Attorney Alison Rogers, and Deputy County Attorney Charles V. Peppler, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

II. For Information

1. Recommendation Concerning Bayview Loan Servicing, LLC v. Vanese D. Wright, et al.; Case No.: 2018 CA 001575, and U.S. Bank National Assoc. v. Estate of John R. Pfeiffer, et al.; Case No.: 2019 CA 001226.

   That the Board accept the following information regarding the successful resolution of two foreclosure actions including Escambia County:

   Escambia County was joined as a party in the matter of Bayview Loan Servicing, LLC v. Vanese D. Wright, et al. The Plaintiff sought to foreclose a mortgage interest on real property located at 1710 North Hayne Street. The County retained an interest in the property by virtue of an Escambia/Pensacola Impact Fee Proviso Mortgage and Security Agreement in the sum of $25,000.00 and an Affordable Housing Initiative New Construction PMR Mortgage and Security Agreement in the sum of $35,000.00. The County's interests were subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus in the amount of $17,413.12 was retained by the Clerk of the Circuit Court and Comptroller. The County timely filed a Motion for Disbursement of Surplus Funds. By order dated August 19, 2020, the Court granted the County's motion and ordered disbursement of the surplus funds held in the court's registry totaling $17,413.12 as partial satisfaction of the County's interest.

   Escambia County was joined as a party in the matter of U.S. Bank National Assoc. v. Estate of John R. Pfeiffer, et al. The Plaintiff sought to foreclose a mortgage interest on real property located at 1715 West Intendencia Street. The County retained an interest in the property by virtue of an Escambia/Pensacola Affordable Housing Initiative New Construction HHRP Mortgage and Security Agreement in the sum of $50,000.00. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus in the amount of $52,648.40 was retained by the Clerk of the Circuit Court and Comptroller. The County timely filed a Motion for Disbursement of Surplus Funds. By order dated August 24, 2020, the Court granted the County's motion and ordered disbursement of a portion of the surplus funds held in the court's registry totaling $50,000.00 as full satisfaction of the County's interest.

2. Recommendation Concerning Kelly Washington v. Escambia County, EEOC Charge No. 510-2019-05656, James E. Scott v. Escambia County, EEOC Charge No. 425-2020-00846, and Michael R. Raneri v. Escambia County, FCHR Charge No. 201919763.

   That the Board be made aware that the County Attorney's Office has successfully defended three separate charges of discrimination previously filed with the U.S. Equal Employment Opportunity Commission ("EEOC") and the Florida Commission on Human Relations ("FCHR"). Based upon the EEOC's investigation in the cases filed by Kelly Washington and James E. Scott, the EEOC was unable to conclude that the complaints established any violation of the federal statutes. Therefore, both EEOC charges of discrimination were dismissed. Based upon the FCHR's investigation in the case filed by Michael R. Raneri, the FCHR determined that there is no reasonable cause to believe that an unlawful employment practice occurred with respect to Mr. Raneri.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18442 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 09/03/2020
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 Paul Tauscher, a Maintenance Technician in the Parks and Recreation Department, on his selection as the "Employee of the Month" for September 2020;

B. Adopt the Proclamation commending and congratulating David Stevens on his retirement and outstanding record of service to the public and expressing appreciation for 35 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida;

C. Adopt the Proclamation commending and honoring Ms. Destany McKim for her acts of courage and heroism while saving lives, and wishing her much success in her future endeavors;

D. Adopt the Proclamation commending and congratulating Abigail Bray-Crews with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

E. Adopt the Proclamation commending and congratulating Alan Bray-Crews with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

F. Adopt the Proclamation commending and congratulating Gracie Meredith with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

G. Adopt the Proclamation commending and congratulating Tucker Padgett with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

H. Adopt the Proclamation commending and congratulating Hannah Thorne with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

I. Adopt the Proclamation commending and congratulating Jessica Conti with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

J. Adopt the Proclamation commending and congratulating Ethan Thorne with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

K. Adopt the Proclamation commending and congratulating Chad Sasser with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree;

L. Adopt the Proclamation proclaiming the week of September 7 - September 13, 2020, as "National Patriotism Week", and urging all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship;

M. Ratify the Proclamation dated August 10, 2020, commending and honoring the life of Reverend Dr. Michael J. Johnson, and extending heartfelt condolences and well wishes to his family and friends; and

N. Ratify the Proclamation dated August 10, 2020, commending and congratulating Mr. Albert "Al" Vinson Martin on his prestigious career, his numerous recordings and achievements, and wishing him much success with his new book, "Al's Ten Fingers; He used them to play music", recently released on Amazon.

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

Paul Tauscher, September 2020 Employee of the Month
David Stevens Retirement Proclamation
Destany McKim
2020 Florida 4-H Meat Judging Contests

National Patriotism Week 2020
Reverend Dr. Michael J. Johnson
Albert Al Vinson Martin

PROCLAMATION

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

WHEREAS, *Paul Tauscher, a Maintenance Technician, in the Parks and Recreation Department, is selected as "Employee of the Month" for September 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

WHEREAS, *Mr. Tauscher began his employment with the County on June 30, 2015, and provides excellent service to the citizens of Escambia County through all assigned duties; and*

WHEREAS, *as the Maintenance Technician assigned to the Parks and Recreation Department, Mr. Tauscher obtained a Class B CDL at the Parks department to help haul material and equipment. This was a perfect example of Paul making himself more valuable and wanting to contribute in as many ways as possible; and*

WHEREAS, *he is asked to perform a wide variety of tasks in our department and he never hesitates and does whatever it takes to get the job done. Paul took on additional duties and made significant strides on equipment that he had never operated. His ability to learn on the job, and not have a drop in production, is a testament to his work ethic; and*

WHEREAS, *the Parks and Recreation Department occasionally works with other departments to complete tasks and Paul's attitude and team first mentality is an outstanding attribute to have when working with other County staff. The Parks and Recreation department has been able to maximize his skill set to achieve department goals and accomplish many tasks; and*

WHEREAS, *not only has Paul received only positive reviews for completing all tasks assigned, he is a great public servant who takes pride in his work. He is a great all-around person who we are proud to call one of our own and are glad to have him as a model employee for Escambia County. He 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 Mr. Paul Tauscher on his selection as the "Employee of the Month" for September 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, David Stevens served the citizens of Escambia County and the State of Florida honorably and faithfully for 35 years, retiring as Deputy Supervisor of Elections for Information and Technology; and*

***WHEREAS**, David Stevens began his civil service career with the Escambia County School District, then transitioned to the Supervisor of Elections Office under Supervisor Bonnie Jones in 1997; and*

***WHEREAS**, during his time with the Supervisor of Elections Office, David held titles like Information Systems Supervisor, Data Coordinator, and Information Systems Manager; and*

***WHEREAS**, these rolls allowed him to help conduct no fewer than 64 different elections - municipal, run-off, mail ballot, special, primary, and general elections - including five presidential and six gubernatorial elections; and*

***WHEREAS**, his gracious and friendly personality, exceptional work ethic and unwavering loyalty to his coworkers and the public will be greatly missed.*

***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 David Stevens on his retirement and outstanding record of service to the public.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County expresses its appreciation to David Stevens for 35 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, on January 25, 2019, on Crabtree Church Road, in Molino, Florida, 12-year-old Destany McKim was up late doing homework, when she smelled smoke. Thinking her mother was in the kitchen cooking, Destany went to investigate; and*

***WHEREAS**, as soon as she got to the living room, the extension cord burst into flames. With no working smoke alarms in the house, knowing that her mother was a smoker, and didn't smell the smoke and her grandmother wears a CPAP mask, and couldn't smell the smoke, Destany reacted to the situation; and*

***WHEREAS**, without hesitation, Destany immediately went to wake her mother and grandmother, as the house began to fill with dark smoke. As she got her mother and grandmother out of the house, Destany had the forethought to close all the doors on the way out to slow the spread of the fire; and*

***WHEREAS**, her grandmother went back in with a fire extinguisher, but to no avail, the flames spread rapidly. While standing outside of the burning house, Destany observed the family dogs that were in kennels on the porch; and*

***WHEREAS**, without thinking of her own safety, Destany went back to the house to save the dogs. One of the dogs was a 65-pound Basset hound that she ultimately had to carry away from the burning house. Escambia County Fire Prevention Officer, Ray Melton said, if Destany had not acted the way she did to save her family, Escambia County would have lost three lives that day; and*

***WHEREAS**, Destany is a Girl Scout, and because of her heroism, has received a certificate from Escambia County Fire Rescue fire prevention and the Girl Scout Bronze Cross of Valor. Destany, who is now in high school, may have a future in firefighting. She's applying to be an ECFR junior firefighter; and*

***WHEREAS**, you can't teach Courage; Courage comes from within, and on January 25, 2019, around 12:30 a.m., Destany you were the posterchild of Courage. Today Destany, you are our hero, and we honor you.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends, and honors, Ms. Destany McKim for her acts of courage, and heroism, while saving lives, and wishes her much success in her future endeavors.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, 4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-formal, practical educational program for youth; and*

***WHEREAS**, the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

***WHEREAS**, the Escambia County 4-H Intermediate Meat Judging Team placed 1st in the state competition in the year 2020; and*

***WHEREAS**, members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

***WHEREAS**, 4-H Intermediate Meat Judging Team member Abigail Bray-Crews, has been a long-standing member of the positive youth development organization, serving as a club officer and participating in 4-H events beyond the club and county levels; and*

***WHEREAS**, this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped her to develop.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Abigail Bray-Crews with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, 4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-formal, practical educational program for youth; and*

***WHEREAS**, the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

***WHEREAS**, the Escambia County 4-H Intermediate Meat Judging Team placed 1st in the state competition in the year 2020; and*

***WHEREAS**, members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

***WHEREAS**, 4-H Intermediate Meat Judging Team member Alan Bray-Crews, has been a long-standing member of the positive youth development organization, serving as a club and county officer and participating in 4-H events beyond the club and county levels; and*

***WHEREAS**, this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped him to develop.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Alan Bray-Crews with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, 4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-formal, practical educational program for youth; and*

***WHEREAS**, the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

***WHEREAS**, the Escambia County 4-H Intermediate Meat Judging Team placed 1st in the state competition in the year 2020; and*

***WHEREAS**, members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

***WHEREAS**, 4-H Intermediate Meat Judging Team member Gracie Meredith, has been a long-standing member of the positive youth development organization, serving as a club and county officer and participating in 4-H events beyond the club and county levels; and*

***WHEREAS**, this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped her to develop.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Gracie Meredith with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, 4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-formal, practical educational program for youth; and*

***WHEREAS**, the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

***WHEREAS**, the Escambia County 4-H Intermediate Meat Judging Team placed 1st in the state competition in the year 2020; and*

***WHEREAS**, members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

***WHEREAS**, 4-H Intermediate Meat Judging Team member Tucker Padgett, was the high individual at the state meat judging contest, has been a long-standing member of the positive youth development organization, serving as a club and county officer and participating in 4-H events beyond the club and county levels; and*

***WHEREAS**, this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped him to develop.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Tucker Padgett with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

WHEREAS, *4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-practical educational program for youth; and*

WHEREAS, *the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

WHEREAS, *the Escambia County 4-H Senior Meat Judging Team placed 1st in the state competition in the year 2020; and*

WHEREAS, *members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

WHEREAS, *4-H Senior Meat Judging Team member Hannah Thorne, has been a long-standing member of the positive youth development organization, serving as a club and county officer and participating in 4-H events beyond the club and county levels; and*

WHEREAS, *this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped her to develop.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Hannah Thorne with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

WHEREAS, *4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-formal, practical educational program for youth; and*

WHEREAS, *the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

WHEREAS, *the Escambia County 4-H Senior Meat Judging Team placed 1st in the state competition in the year 2020; and*

WHEREAS, *members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

WHEREAS, *4-H Senior Meat Judging Team member Jessica Conti, was the high individual at the state meat judging contest, has been a long-standing member of the positive youth development organization, serving as a club and county officer and participating in 4-H events beyond the club and county levels; and*

WHEREAS, *this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped her to develop.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Jessica Conti with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, 4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-practical educational program for youth; and*

***WHEREAS**, the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

***WHEREAS**, the Escambia County 4-H Senior Meat Judging Team placed 1st in the state competition in the year 2020; and*

***WHEREAS**, members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

***WHEREAS**, 4-H Senior Meat Judging Team member Ethan Thorne, has been a long-standing member of the positive youth development organization, serving as a club and county officer and participating in 4-H events beyond the club and county levels; and*

***WHEREAS**, this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped him to develop.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends, and congratulates Ethan Thorne with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

WHEREAS, *4-H is the youth development organization of Escambia County. Over 230,000 members in the State of Florida help make up the community of more than 6.5 million young people across America. 4-H is a non-practical educational program for youth; and*

WHEREAS, *the Escambia County 4-H Meat Judging Program teaches life skills to youth through activities related to the processing of beef, pork, and lamb, including retail identification, meat quality factors, and cooking methods; and*

WHEREAS, *the Escambia County 4-H Senior Meat Judging Team placed 1st in the state competition in the year 2020; and*

WHEREAS, *members of the teams, their meat judging coaches, 4-H leaders, and 4-H Agents have invested many years of persistence, dedication, and hard work to achieve this success; and*

WHEREAS, *4-H Senior Meat Judging Team member Chad Sasser, is a member of the positive youth development organization, participating in 4-H events beyond the club and county levels; and*

WHEREAS, *this young leader in agriculture is committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H organization has helped him to develop.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Chad Sasser with the Escambia County 4-H Meat Judging Teams on winning the 2020 Florida 4-H State Meat Judging Contests and representing Escambia County to the highest degree.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, the Benevolent and Protective Order of Elks, through its Constitution, is a Patriotic Order; and*

***WHEREAS**, the Benevolent and Protective Order of Elks promotes the ideals that the citizens of this nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous, and independent life; and*

***WHEREAS**, we realize that each generation must work to maintain this freedom, otherwise, through carelessness or indifference, the rights and liberties enjoyed by all may vanish; and*

***WHEREAS**, it is fitting and proper to recognize this freedom and to honor our nation.*

***NOW, THEREFORE,** the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of September 7th though September 13th, 2020, as*

"National Patriotism Week"

During this week, we urge all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 3, 2020

PROCLAMATION

***WHEREAS**, Reverend Dr. Michael J. Johnson was a native of Pensacola, and the son of Vernette Johnson Stokes. He graduated from Booker T. Washington High School in 1981 and he completed his general studies at Florida State University before receiving a Bachelor of Arts degree, Magna Cum Laude, from Morehouse College, in Atlanta, Georgia. He went on to receive a Master of Divinity, Magna Cum Laude, and Doctor of Ministry degree from The School of Theology, Virginia Union University, in Richmond, Virginia; and*

***WHEREAS**, since 1988, for over 30 years, Reverend Johnson was the pastor of the Sixth Avenue Baptist Church in Pensacola, Florida. His civic responsibilities reflected a widespread interest in a community ministry that is congregationally based. His denominational and professional affiliations are numerous. He served as President of the local NAACP, State Board of Directors of One Church One Child, and Dean of the Florida Baptist State Congress of Christian Education, just to name a few; and*

***WHEREAS**, Reverend Johnson was an outstanding pastor and community leader, for all to emulate. His love for his community was beyond reproach, and his love as a husband and a father were without bounds. Escambia County has truly lost a wonderful husband, father, leader and friend; and*

***WHEREAS**, Reverend Johnson is survived by his wife, Pamela; sons, Michael, Matthew, Micah; and daughter Mischel; and a host of family members and friends. He will be greatly missed.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does commend and honor the life of Reverend Dr. Michael J. Johnson, and extends its heartfelt condolences and well wishes to his family and friends.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Robert D. Bender, Vice Chairman
District Four

Steven Barry, Chairman, District Five

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Dated: August 10, 2020

PROCLAMATION

***WHEREAS**, Mr. Albert "Al" Vinson Martin grew up in the Pensacola area; and has played music since he was a child. He started as a church musician at the age of 12 years old. Al played at churches, private and public events, and for over 28 years, he played at the Ramada Inn on Scenic Highway; and*

***WHEREAS**, Al attended Berklee College of Music in Boston, MA, and Pensacola Junior (State) College to study music. He has been playing the piano since 1963, and the organ since 1965. He began teaching both in 1967. Al reads music and also amazingly plays by ear; and*

***WHEREAS**, during Al's career, he has taught at music stores, churches, as part of after-school programs, and privately in homes. He has taught students over the years from ages seven to ninety-two. Al is versed in traditional teaching methods, but he tends to veer from these methods in favor of doing what is in the best interest of the student. Today, he continues to teach students at Blues Angel Music; and*

***WHEREAS**, being an accomplished Pianist and musician, Al has numerous recording credits that include the Gospel group Seraphim with David Bozeman "Tell Me We Can Make It", Sister Eula Huff and the Huff Singers "God's Love Is the Best For Us", and instrumental recordings "Still Yours", "At the Social" and "The Season of Christmas", just to name a few; and*

***WHEREAS**, Al's other musical accomplishments include a stint in New York City serving as the music director for the off-Broadway production of "Automatic Love". He has participated in many community theater productions including "Ain't Misbehavin", "The Wiz" and "Jesus Christ Superstar"; and*

***WHEREAS**, his background includes performing at weddings, plays, funerals, holiday programs, and other large and small private events in our area. Many local people know Al well from the years he has spent serving as a church musician for the Greater Union Baptist Church in the city. Still others are familiar with his talents as a dedicated organ and piano teacher; and*

***WHEREAS**, Al also plays the grand piano every Friday at Jeweler's Trade Shop in downtown Pensacola. Periodically, if you are lucky, you can catch him playing the grand piano in the upstairs lounge of The District: Seville Steak & Seafood Restaurant. Al is a living legend and a local treasure.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Albert "Al" Vinson Martin on his prestigious career, his numerous recordings, and achievements and wishes him much success with his new book, "Al's Ten Fingers: He used them to play music", recently released on Amazon.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Robert D. Bender, Vice Chairman
District Four

Steven Barry, Chairman, District Five

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: August 10, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18425 **Public Hearings 8.**

BCC Regular Meeting

Meeting Date: 09/03/2020

Issue: 5:31 p.m. Public Hearing - Vacation of a Portion of the Alleyway Located in Block "D" of Kupfrian Park

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of 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.

Recommendation: That the Board take the following action concerning 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. Approve 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;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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

BACKGROUND:

The Petitioner purchased the property located at 1418 North "P" Street on May 5, 2020. The Petitioner is requesting that the alleyway between his property and the property south of him be vacated. If approved, the Petitioner will be required to meet the necessary set-backs for the construction of a new home.

County staff has reviewed this request and have no concerns.

The utility companies have been notified. There are no utility 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:

This Recommendation is 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 Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, who will have them recorded in the public records and will have notices published.

Attachments

Petition_Kupfrian Park
Hold Harmless_Kupfrian Park
Resolution_Kupfrian Park
Notice of Adoption_Kupfrian Park
Certification & Mailing List_Kuprfrian Park

Aerial Map_Kupfrian Park
Petitioner's Plans_Kupfrian Park

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 20' wide x 100' long Alleyway located in Block D of Kupfrain Park 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), Joel Knight 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 100' long alleyway with a northern boundary of Lots 7 & 8 and a southern boundary of Lots 5 & 6 located between North "P" Street and North Pace Boulevard (known as "O" Street on the Plat) Block D of Kupfrian Park, recorded in Plat Book 1, Page 87 in the Official Records of Escambia County, FL.

2. That the Petitioner(s), Joel Knight 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) 30 Township 2South Range 30 West and recorded in Plat Book 1, Page 87 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.

Joel Knight
Petitioner(s) Name

259 Ventura Circle NW
Street Address

Ft. Walton Beach FL 32548
City State

850-543-1335
Phone Number

Agent's Name

Agent's Phone Number

6/19/2020
Date:

HOLD/HARMLESS AGREEMENT

WHEREAS, Joel Knight hereafter called "Petitioner(s)" ha_s___ requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar ($1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

A 20' wide X 100' alleyway with a northern boundary of Lots 7 & 8 and a southern boundary of Lots 5 & 6 located between North "P" Street and North Pace Boulevard (known as "O" Street on the Plat) Block D of Kupfrian Park, recorded in Plat Book 1, Page 87 in the Official Records of Escambia County, FL.

2. Petitioner(s), hereby covenant(s) and agree(s) that ~~he~~ ha_s___ complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section

III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Witness

Stacey W. Coker
Print or type name

Witness

Anthony Bowers
Print or type name

Petitioner(s)

Joel Knight
Print or type name(s)

Date: 16 July 2020

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (___) online notarization, this 16th day of July 2020, by Joel Knight, who is personally known to me or has produced FL Drivers License as identification.

Notary Public

Stacey W. Coker
Print or type name

(Notary Seal must be affixed)

STACEY W. COKER
Notary Public - State of Florida
Commission # GG 278029
My Commission Expires
April 7, 2022

Commission Expires: 4/7/2022
Commission Number: GG 278029

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk
Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR 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.

WHEREAS, _____ ha___ petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), _____, ha___ caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at_____on_____

_____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of 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 will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the described vacated area remaining subject to an easement in favor of:

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

NOTICE IS HEREBY GIVEN that on _____, A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1,500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 1,500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated 5/29/2020.

Larissa Hammond
Petitioner(s)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of (X) physical presence or (___) online notarization, this 15th day of July 2020, by Larissa M Hammond, who is personally known to me or has produced FL. D.L. as identification.

Wanda S Sands
Notary Public

Wanda S Sands
Print or type name

(Notary Seal must be affixed)

WANDA S. SANDS
MY COMMISSION # GG 318939
EXPIRES: April 6, 2023

Commission Expires: 4-6-2023
Commission Number: GG 318939

JUMBO PROPERTIES LLC
13901 LYNMAR BLVD
TAMPA, FL 33626

EDWARDS ELOISE B
2219 W AVERY ST
PENSACOLA, FL 32505

BROOKS SHANELL
2217 W AVERY ST
PENSACOLA, FL 32505

THOMAS CHARLES
2205 W AVERY ST
PENSACOLA, FL 32505

WILLIS LARRY W
C/O CHARLES THOMAS 2205 W AVERY ST
PENSACOLA, FL 32505

JOHNSON EDDIE B 15/16 INT &
6470 COOPER LN
JACKSONVILLE, FL 32210

PATCHES I INC TRUSTEE
3707 SUNNYSIDE ST
PENSACOLA, FL 32507

YEPISHIN ANDREY
1805 N Q ST
PENSACOLA, FL 32505

YOUSEF HASHEM R
7101 JOY ST H6
PENSACOLA, FL 32504

VANDERVER JAMES A
714 WINDGATE ST
PENSACOLA, FL 32507

MICELI ANTHONY R & CATHERINE P
1049 BONITA DR
PENSACOLA, FL 32507

GODS PEACE ANNOINTED CHURCH INC
2526 TRUMAN AVE
PENSACOLA, FL 32505

SEARLES DEAVIS NAGSHAUN
112 HANSEN BLVD
PENSACOLA, FL 32505

MARTIN DEBORAH D
2425 W BLOUNT ST
PENSACOLA, FL 32505

HALL GWNDOLYN Y
1517 N R ST
PENSACOLA, FL 32505

PHILLIPS SALLY
1966 FUQUAY RD
NEWBURGH, IN 47630

HURD ROGER C
5670 SATINWOOD CT
JUPITER, FL 33458

KING IRA EST OF
2303 W BLOUNT ST
PENSACOLA, FL 32505

SERRANO KELVIN &
C/O REBECA B BENITEZ
298 E 43RD PLACE
LOS ANGELES, CA 90011

NEW BIRTH BAPTIST CHURCH OF PENSACOLA INC
1610 NORTH Q ST
PENSACOLA, FL 32505

SARVER RONALD M
112 BEECH ST
PENSACOLA, FL 32503

HARPER DARRELL
534 SHILOH DR
PENSACOLA, FL 32503

HICKS EDWARD W
1604 NORTH R ST
PENSACOLA, FL 32505

SONSHINE CARRIERS LLC
10811 LILLIAN HWY
PENSACOLA, FL 32506

WOMACK SHARON C
1611 NORTH Q ST
PENSACOLA, FL 32505

HOWARD BATTLE VALERIE DENISE
805 W PINESTEAD RD
PENSACOLA, FL 32505

SHIVER CAROLYN J
PO BOX 11707
PENSACOLA, FL 32524

MAREADY DENNIS G &
1107 OLD CORRY FIELD RD
PENSACOLA, FL 32501

MCMILLIAN ROSIE
C/O LOYD HENDRIETH 2308 W BLOUNT ST
PENSACOLA, FL 32505

HENDRIETH LOYD
2308 W BLOUNT ST
PENSACOLA, FL 32505

CSS LLC
22 E JOHNSON AVE
PENSACOLA, FL 32534

BAKER DONOVAN E & BENNIE R
PO BOX 6259
PENSACOLA, FL 32503

DREHMEL HAZAN
PSC 808 BOX 867
FPO, AE 09618

WALKER ERNEST C
PO BOX 4058
PENSACOLA, FL 32507

TATE THOMAS B
6079 SPANISH OAK DR
PENSACOLA, FL 32526

WISE JAMES I & MATTIE L
2417 W MORENO ST
PENSACOLA, FL 32505

TEAM SANDY BLATON REALTY INC
1225 W GREGORY ST
PENSACOLA, FL 32502

T2D PROPERTIES
6847 NORTH 9TH AVE STE A321
PENSACOLA, FL 32504

JOHNSON DERICK S
2544 ROSEDOWN DR
CANTONMENT, FL 32533

JONES CONNIE RAE
2414 W BLOUNT ST
PENSACOLA, FL 32505

HANSON ROBERT JR
3303 W BRAINERD ST
PENSACOLA, FL 32505-6503

MALONE CURTIS &
6847A N 9TH AVE #261
PENSACOLA, FL 32504

LOVELY LORIN C JR
7026 CHESAPEAKE CIR
BOYNTON BEACH, FL 33436

ALLAN KIRT J &
PO BOX 16187
PENSACOLA, FL 32505

TRACY MICHAEL A SR
4526 MONPELLIER DR
PENSACOLA, FL 32505

TALLEY TYRONE M EST OF
2507 W MORENO ST
PENSACOLA, FL 32505

FOREMAN WILL R EST OF
C/O LINDA G SQUARE
3543 MOBILE HWY APT B
PENSACOLA, FL 32505

STOUTAMIRE JESSE
3805 COONS AVE
PENSACOLA, FL 32505

BROWN VINCENT L
PO BOX 33237
PENSACOLA, FL 32508

MATTHEWS WILLIE L
6 RANDOLPH DR
PENSACOLA, FL 32506

YOUSEF HASHEM
7101 JOY ST H6
PENSACOLA, FL 32504

CORNELL AVE LLC
1725 DONEGAL DR
GONZALEZ, FL 32533

PERRY ZENOBIA
1714 NORTH S ST
PENSACOLA, FL 32505

BROOKS SELLERS
1712 N S ST
PENSACOLA, FL 32505

PENSACOLA HABITAT FOR HUMANITY INC
PO BOX 13204
PENSACOLA, FL 32591

JAMES CHAD
1733 N R ST
PENSACOLA, FL 32505

J & R PROPERTIES LLP
PO BOX 9268
PENSACOLA, FL 32513

KIMBROUGH TAMARCUS VANDELL
2414 W MORENO ST
PENSACOLA, FL 32505

NALER JUDITH G
2416 W MORENO ST
PENSACOLA, FL 32505

ROBINSON MARY GENE
7551 WEAVER ST
PENSACOLA, FL 32534

DIXON JOSEPH D
2058 JUNO CIR
PENSACOLA, FL 32526

JEMISON WILLIAM L SR
2301 W MALLORY ST
PENSACOLA, FL 32505

JEMISON WILLIAM L
2301 W MALLORY ST
PENSACOLA, FL 32505

CARTER JACQUELINE J
1700 NORTH R ST
PENSACOLA, FL 32505

MCBRIDE SHERWIN T &
1704 NORTH R ST
PENSACOLA, FL 32505

SUMLER JULIE
1708 N R ST
PENSACOLA, FL 32505

RIVERS PAMELA
2211 W MALLORY ST
PENSACOLA, FL 32505

GRAVITT WILLIAM P & LECIAL V
2203 W MALLORY ST
PENSACOLA, FL 32505

ESCOBAR EDWARD JR
3707 SUNNYSIDE ST
PENSACOLA, FL 32507

BENJAMIN BEATRICE J BOYKIN
PO BOX 19134
PENSACOLA, FL 32523

NAVARRO ONESIMO
2216 W MORENO ST
PENSACOLA, FL 32505

SALAZAR RAYMUNDO
2218 W MORENO ST
PENSACOLA, FL 32505

BLANKENSHIP ERSKINE
2302 MALLORY ST
PENSACOLA, FL 32505

BLANKENSHIP ERSKINE D JR
2302 MALLORY ST
PENSACOLA, FL 32505

LE LINH
4772 MALLARD CREEK RD
PENSACOLA, FL 32526

MCKINNEY MARK &
335 NEAL RD
CANTONMENT, FL 32533

CHO REAL ESTATE HOLDINGS INC
517 PINEBROOK CIR
CANTONMENT, FL 32533

LEWIS KARL E
705 W LARUA ST
PENSACOLA, FL 32501

GIPSON FRANICINE
7101 WILSON BLVD APT 7106
JACKSONVILLE, FL 32210

MELTON DOROTHY
2208 W MALLORY ST
PENSACOLA, FL 32505

BLOXSON TABITHA
2210 W MALLORY ST
PENSACOLA, FL 32505

WATSON DONNA MARIA
2218 W MALLORY ST
PENSACOLA, FL 32505

MCCASTLE LEONARD D
1810 NORTH Q ST
PENSACOLA, FL 32505

SMITH MATTIE REE
1800 NORTH Q ST
PENSACOLA, FL 32501

TAYLOR WALTER R &
2308 W MALLORY ST
PENSACOLA, FL 32505

TAYLOR WALTER R
2308 W MALLORY ST
PENSACOLA, FL 32505

LUPFER MABLE ANN WILLIAMS
2320 W MALLORY ST
PENSACOLA, FL 32505

DEWOLFE MICHELE J
2400 W MALLORY ST
PENSACOLA, FL 32505

MORRIS COURT II LTD
1920 W GARDEN ST
PENSACOLA, FL 32501

J STREET HOLDING CORPORATION
6325 FERGUSON DR
PENSACOLA, FL 32503

SCOTT BARBARA
2007 W LLOYD ST
PENSACOLA, FL 32501

CASA DE DIOS GATEWAY OF HEAVEN INC
2410 SEMORAN DR
PENSACOLA, FL 32503

CRAWFORD KEITH M
2248 FAYETTE ST
KENNER, LA 70062

KNOTT ANN MARIE
2023 W LEE ST
PENSACOLA, FL 32501

KNOTT ANN M LYNCH
2023 W LEE ST
PENSACOLA, FL 32501

RIVAZFAR AHMAD
14 FRANKLIN STE 903
ROCHESTER, NY 14604

JACKSON RUBY LEE
C/O LARUBY MAY
6325 FERGUSON DR
PENSACOLA, FL 32503

KATRIX LLC
6333 APPLES WAY STE 115
LINCOLN, NE 68516

GRIGGS CHRISTOPHER
1900 W LLOYD ST
PENSACOLA, FL 32501

RAGLER ARIE LEE &
101 PINEDA AVE
PENSACOLA, FL 32503

ATIA HAIDY
3740 BERRYPATCH LN
PACE, FL 32571

GRANDISON TARSHA
1906 W LLOYD ST
PENSACOLA, FL 32501

CHANDLER TOMMIE
C/O ANICEA LEE
1908 W LLOYD ST
PENSACOLA, FL 32505

LEVEL ONE HOLDINGS LLC
1406 N DALE MABRY HWY #300
TAMPA, FL 33607

NETTLES JOE D
6061 TOULOUSE DR
PENSACOLA, FL 32505

LIVERO ROBERT
45 MAPLE ST
BEACHWOOD, NJ 08722

WILLIAMS CASTANEADA D WALLACE &
1919 W LEE ST
PENSACOLA, FL 32501

WILLIAMS SAM JR
PO BOX 19042
PENSACOLA, FL 32523

HENDRICKS CREOLA &
1903 W LEE ST
PENSACOLA, FL 32501

AREA HOUSING COMMISSION
PO BOX 18370
PENSACOLA, FL 32523

MORRIS COURT III LTD
1920 W GARDEN ST
PENSACOLA, FL 32501

WILLIAMS SAM JR &
PO BOX 19042
PENSACOLA, FL 32523

ROZIER JACKIE RAY
670 BOCAGE RD
CANTONMENT, FL 32533

DANG KEP VAN &
221 SAND TRAP LN
PENSACOLA, FL 32526

NEWSOME ROBERT L &
4690 BOHEMIA PL
PENSACOLA, FL 32504

BROWN ROBERT L
8230 GROVELAND AVE
PENSACOLA, FL 32534

GUESS DAVID
561 HOLCOMBE AVE
MOBILE, AL 36606

GUESS DAVE
561 HOLCOMBE AVE
MOBILE, AL 36606

GUESS ELECTRONICS CORPORATION
561 HOLCOMBE AVE
MOBILE, AL 36606

SEASIDE 1882 LLC
1406 N DALE MABRY HWY STE 300
TAMPA, FL 33607

BLOCKER WILLIE J

2041 W GODFREY
PENSACOLA, FL 32501

FRYE WILLIE MAE LIFE ESTATE

2039 GODFREY ST
PENSACOLA, FL 32501

MALONE JACQUELYN A EST OF

2000 W GODFREY ST
PENSACOLA, FL 32501

GREENLEE SAMUEL R II

1500 N PACE BLVD
PENSACOLA, FL 32505

BAPTIST HOSPITAL

1000 W MORENO ST
PENSACOLA, FL 32501

BAPTIST HEALTH CARE CORPORATION

1000 W MORENO ST
PENSACOLA, FL 32501

PATTY MAKOVIC/ REALTY MASTERS
4400 BAYOU BLVD. SUITE 58
PENSACOLA, FL 32503

FIGARO ANSERMO &

1920 WEST GODFREY ST
PENSACOLA, FL 32501

PRIM GLORIA

1940 W GODFREY ST
PENSACOLA, FL 32501

HORNE KIMBERLY M

1960 GODFREY ST
PENSACOLA, FL 32501

WALKER BRENDA

1800 W GODFREY ST
PENSACOLA, FL 32501

WILLIAMS EDNA

1802 W GODFREY ST
PENSACOLA, FL 32501

KUNDERA DARIUSZ

8500 PUNTA LORA
PENSACOLA, FL 32514

LANZO DARYS I QUINONES

1820 GODFREY ST
PENSACOLA, FL 32501

CRAYTON JAMES E & SHARON

1840 W GODFREY ST
PENSACOLA, FL 32501

JORDAN ANTHONY J &

1860 W GODFREY ST
PENSACOLA, FL 32501

PRESBYTERIAN RETIREMENT

80 W LUCERNE CIR
ORLANDO, FL 32801-3779

PENSACOLA RETIREMENT VILLAGE V INC

80 W LUCERNE CIR
ORLANDO, FL 32801

ADAMS LARRY W

1604 N PACE BLVD
PENSACOLA, FL 32505

BRANCH TOWERS III LLC

1516 S BOSTON AVE
TULSA, OK 74119

TARGHEE PROPERTIES LLC

UNIT 202 165 BROOKS ST SE
FT WALTON BCH, FL 32548

KYLE JOSEPH V

1306 N 8TH AVE
PENSACOLA, FL 32503

AVERY STREET PROPERTY LLC

303 INTERNATIONAL CIRCLE STE 200
HUNT VALLEY, MD 21030

PENSACOLA RETIREMENT VILLAGE INC

80 W LUCERNE CIR
ORLANDO, FL 32801

FLORIDA STATE DEPARTMENT OF TRANSPORTATION

PO BOX 607
CHIPLEY, FL 32428

PENSACOLA RETIREMENT VILLAGE III INC

80 W LUCERNE CIR
ORLANDO, FL 32801

DWDB INC

78 SOUTH CODY RD
MOBILE, AL 36608

NEW JERUSALEM BAPTIST

2150 W BLOUNT ST
PENSACOLA, FL 32505

EXCLUSIVE CLEANERS &

3900 N 9TH AVE
PENSACOLA, FL 32503

SUKHERA IRFAN H TRUSTEE FOR

4811 ROSEMONT CT
PENSACOLA, FL 32514

FOSTER SHAKEYNA L
1045 E FISHER ST
PENSACOLA, FL 32503

MARTIN LUCINDA F
4415 DEAUVILLE WAY
PENSACOLA, FL 32505

VAULK ARTHUR L
P O BOX 540957
OPA LOCKA, FL 33054

M & A COMMUNITY OUTREACH CENTER
PO BOX 2071
PENSACOLA, FL 32513

KNIGHT JOEL T
259 VENTURA CIR
FORT WALTON BEACH, FL 32548

RANA SAJID
969 BLACK WALNUT TRIAL
PENSACOLA, FL 32514

RANDALL LAMAR & VERDELL H
2105 W GODFREY ST
PENSACOLA, FL 32505

LEE THOMAS L TRUSTEE
3345 MARCUS POINT BLVD
PENSACOLA, FL 32505-1898

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

LEES GLASS LLC
1237 N PACE BLVD
PENSACOLA, FL 32505

WINDSOR BRUCE M &
5802 W SHORE DR
PENSACOLA, FL 32526

HOPSON BILLY R
1413 NORTH P ST
PENSACOLA, FL 32505

MARSH HARBOUR LLC
301 THELMA DRIVE #521
CASPER, WY 82609

HOPSON BILLY RAY
1413 N P ST
PENSACOLA, FL 32505

BIGGERSTAFF ROBERT
210 SE KALASH RD
PENSACOLA, FL 32507

WALLS SHERRY
310 SIMS ST
FORT WALTON BEACH, FL 32548

SMITH MELVIN R &
1074 HARBOR LN
GULF BREEZE, FL 32563

PEACOCK FLOYD & JOHNNIE C
1952 GARY CIRCLE
PENSACOLA, FL 32505

HICKS WILLIAMS SHARON
1520 W BOBE ST
PENSACOLA, FL 32501

LEWIS JAMES &
1515 N P ST
PENSACOLA, FL 32505

PEACOCK FLOYD
1952 GARY CIR
PENSACOLA, FL 32505

LASTER ROBERT FRANK
2202 W BLOUNT ST
PENSACOLA, FL 32505

PEAVY LEWIS J &
26 MORENO CT
PENSACOLA, FL 32505

G M OF PENSACOLA INC
701 N DE VILLIERS ST
PENSACOLA, FL 32501

LINDSEY JEFFREY A
1104 HAYDEN CT
PENSACOLA, FL 32501

HUNTER TRACY A
1108 HAYDEN CT
PENSACOLA, FL 32501

HAWRAN ROSE MARIE
2355 W MICHIGAN AVE #A16
PENSACOLA, FL 32526

COLLINS RAYMOND & JOYCE E
1116 HAYDEN CT
PENSACOLA, FL 32501

HESTER TYWAN
411 N GREEN ST
PENSACOLA, FL 32501

GRANDISON LADRICKA S
1124 HAYDEN CT
PENSACOLA, FL 32501

WILSON CHARLES L
1128 HAYDEN CT
PENSACOLA, FL 32501

WOMACK FANNIE M
1132 HAYDEN CT
PENSACOLA, FL 32501

RICHARDSON TORIA LASAKA
PO BOX 633
CANTONMENT, FL 32533

MURPHY PHYLLIS A
1140 HAYDEN CT
PENSACOLA, FL 32501

THOMAS ALEXANDRIA
1144 HAYDEN CT
PENSACOLA, FL 32501

HOSEA CHRISTAL
1121 HAYDEN CT
PENSACOLA, FL 32501

GASTON CINNAMON
1117 HAYDEN CT
PENSACOLA, FL 32501

PENN ANDRE
1113 HAYDEN CT
PENSACOLA, FL 32501-7200

JACKSON THADDEUS T & LESLIE
11172 NARRAGANSETT BAY CT
WELLINGTON, FL 33414

HOWARD JAMES
1105 HAYDEN CT
PENSACOLA, FL 32501

LETT RISAMAR A
1101 HAYDEN CT
PENSACOLA, FL 32501

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

MCDANIEL DOUGLAS ALAN
409 WEST LAKE DR
PENSACOLA, FL 32506

POWELL LARRY W
10453 TAM O SHANTER RD
PENSACOLA, FL 32514

REESE JOHNNY
PO BOX 18353
PENSACOLA, FL 32523

MELTON DIANE
2500 W GODFREY ST
PENSACOLA, FL 32505

HALL CHARLES R &
4665 MEADOW LAKE DR
CRESTVIEW, FL 32539

GRIFFIN KELLY J &
2601 W BLOUNT ST
PENSACOLA, FL 32505

BURN YOUR SHIPS INC
1430 S HWY 29 SUITE 129
CANTONMENT, FL 32533

TEAL DAVID M
1412 NORTH T ST
PENSACOLA, FL 32505

TAYLOR PROPERTIES LLC
421 W LLOYD ST
PENSACOLA, FL 32501

MEYER JAMES FRANCIS
2501 W GODFREY ST
PENSACOLA, FL 32505

MORRIS CHRISTOPHER WOODRUFF
2510 W LEE ST
PENSACOLA, FL 32505

WALTER TERRI L
2110 HOLLYHILL DR
PENSACOLA, FL 32526

NGUYEN LANANH &
10775 CREEK RIDGE DR
PENSACOLA, FL 32506

C & J HEALTH CARE PROVIDERS LLC
40 W NINE MILE RD #2 PMB 135
PENSACOLA, FL 32534

MARTIN LUCINDA
2525 W LEE ST
PENSACOLA, FL 32505

RODMAN PHILLIP
600 DEERFIELD RD #2606
GRETNA, LA 70056

MCNAIR TONY
C/O GELINDA CROWLEY
105 N D ST
PENSACOLA, FL 32502

GUEST IDA RUTH
2506 W LLOYD ST
PENSACOLA, FL 32505

HALL MICHAEL DALE JR
103 COUSINEAU RD
PENSACOLA, FL 32507

DAMASO NANCY M
2502 W LLOYD ST
PENSACOLA, FL 32505

STARS SELF STORAGE T STREET LLC
1855 LINDSEY MAGNOLIA CT
NAVARRE, FL 32566

DUTY VIRGINIA KATHRYNE
1317 NORTH T ST
PENSACOLA, FL 32505

WE ARE HAVING FUN LLC
29 N DEVILLIERS ST
PENSACOLA, FL 32502

TROTTER DONALD HAROLD 1/5 INT
2600 W LLOYD ST
PENSACOLA, FL 32505

RODRIGUEZ JOSE E EST OF
1509 NORTH R ST
PENSACOLA, FL 32505

JOHNSON CARMESHIA
1515 NORTH R ST
PENSACOLA, FL 32505

HALL GWENDOLYN
1517 N R ST
PENSACOLA, FL 32505

BALDWIN ROBERT L &
884 SW 3RD AVE
DEERFIELD BEACH, FL 33441

SALVATION ARMY
PO BOX 18569
PENSACOLA, FL 32523

MINCEY RUTH
2500 W LLOYD ST
PENSACOLA, FL 32505

MATOS TARA
1506 N S ST
PENSACOLA, FL 32505

BROCK PHILLIP G 4/7 INT &
1508 NORTH S ST
PENSACOLA, FL 32505

CAMPBELL LANE V
1507 N S ST
PENSACOLA, FL 32505

DAWSON NANNIE BELL EST OF
5000 MISSION OAKS BLVD # 54
AUSTIN, TX 78735

2910 HEINRICH LLC
403 GREVE RD
PENSACOLA, FL 32507

HORNE RONALD A & GLORIA J
1315 NORTH P ST
PENSACOLA, FL 32505

HARRINGTON BRITNEY
3 BAGGETT CT
PENSACOLA, FL 32505

HALL EDWARD A JR & SUE ANN
4 BAGGETT CT
PENSACOLA, FL 32505

JOHNSON TROY
1004 N E ST
PENSACOLA, FL 32501

PHELPS BENJAMIN L
PO BOX 4614
PENSACOLA, FL 32507

MEACHAM RUTH
8963 PENSACOLA BLVD
PENSACOLA, FL 32534

FORD WILLIAM E JR
11 BAGGETT CT
PENSACOLA, FL 32505

PEAVY LORENZO
12 BAGGETT CT
PENSACOLA, FL 32505

PORTUGAL ROGELIO
6419 BELLVIEW PINES PL
PENSACOLA, FL 32526

WILLSON TERRANCE D TRUSTEE FOR
354 GETTYSBURG DR
PENSACOLA, FL 32503

LOPEZ DELMIDES FIDALGO
16 BAGGETT CT
PENSACOLA, FL 32505

SMALL BRIANA
17 BAGGETT CT
PENSACOLA, FL 32505

SOHAIL INC
5358 SOTO GRANDE DR
PENSACOLA, FL 32504

NGUYEN SONY

4075 DANCING CLOUD CT
UNIT 201
DESTIN, FL 32541

PAYNE MARCIA

PO BOX 4586
PENSACOLA, FL 32507

HOLMES JAVIAN JAQUAN

21 BAGGETT CT
PENSACOLA, FL 32505

QUARLES DOROTHY

22 BAGGETT CT
PENSACOLA, FL 32505

DORTCH LASHUNDA

23 BAGGETT CT
PENSACOLA, FL 32505

BLACKMON LEE R & MARY M

24 BAGGETT CT
PENSACOLA, FL 32505

BROOKS ANITRIA

25 BAGETT COURT
PENSACOLA, FL 32505

LOYD MICHAEL A

1307 NORTH P ST
PENSACOLA, FL 32505

J & J RENTAL PROPERTIES INC II LLC 1/2 INT &

3806 W BLOUNT ST
PENSACOLA, FL 32502

FIRST CALVARY BAPTIST CHURCH

1112 NORTH L ST
PENSACOLA, FL 32501

MITCHELL CHERRY A 1/2 INT &

PO BOX 980424
W SACRAMENTO, CA 95798

BENJAMIN PATRICIA

1810 W BRAINERD ST
PENSACOLA, FL 32501

5T WEALTH PARTNERS LP

PO BOX 830539 DEPT #6200
BIRMINGHAM, AL 35283

KIRKLAND ROSE MARY

410 LADY BIRD LN
PENSACOLA, FL 32503

EAST HILL RESTORATIONS LLC

1225 WEST GREGORY STREET
PENSACOLA, FL 32502

RANDERSON WILLIE MAE

3415 W YONGE ST
PENSACOLA, FL 32505

WATTS CHARLES TRUSTEE

8101 SUMMITWOOD CT
CLINTON, MD 20735

ARNOLD ROBERTA A

1811 W BRAINERD ST
PENSACOLA, FL 32501

SPIVEY JOE JR

103 W HIGHLAND DR
PENSACOLA, FL 32503

MANGUM RONALD

6299 WINDWOOD DR
PENSACOLA, FL 32504

HILL TARRIE

1115 N L ST
PENSACOLA, FL 32501

WHITE SELMA E

3031 W JACKSON ST
PENSACOLA, FL 32505-6345

FERGUSON SARAH S EST OF

1107 NORTH L ST
PENSACOLA, FL 32501

MARIONEAUX ERICA

6973 RABURN RD
PENSACOLA, FL 32526

MITCHELL FRECENDA LUCILLE

1820 W GONZALEZ ST
PENSACOLA, FL 32501-6452

TAYLOR JAMES MARTIN EST OF

1006 NORTH M ST
PENSACOLA, FL 32501

GARDNER CLARENCE

19200 SPACE CENTER BLVD
APT # 2022
HOUSTON, TX 77058

PRESLEY EARL E

1010 NORTH M ST
PENSACOLA, FL 32501

EVANS REGINALD D

2208 NORTH N ST
PENSACOLA, FL 32501

SHANNON JUANITA CLAIRBORNE EST OF

4410 HAVRE WAY
PENSACOLA, FL 32505

HOPKINS ROBERT
1921 W DESOTO ST
PENSACOLA, FL 32504

DARLING PATRICIA
7660 CHEZARAE DR
PENSACOLA, FL 32514

H T LAND COMPANY
12219 MAPLE ROCK
HOUSTON, TX 77077

COBB MAGGIE L
1012 NORTH N ST
PENSACOLA, FL 32501

JOHNSON JARVIS
1014 NORTH N ST
PENSACOLA, FL 32501

PRITCHETT SHIRLEY M
1905 W GONZALEZ ST
PENSACOLA, FL 32505

HILL CLIFFORD SR
104 OLYMPUS DR
OCOEE, FL 34761

FLYE SHADRARA S
1901 W GONZALEZ ST
PENSACOLA, FL 32501

SMITH ROY R
517 PINEBROOK CIR
CANTONMENT, FL 32533

CULLIVER CHRISTOPHER L
441 MAIN ST UNIT 120
MILLBROOK, AL 36054

ALEXANDER MARY A LIFE EST
2977 CORTLAND ST
DETROIT, MI 48206-1132

AHL DAVID
525 W DETROIT BLVD
PENSACOLA, FL 32534

TISDALE RUTH
12 POPLAR DR
MONROE, NY 10950

HILSON BERTHA THOMAS LIFE EST
1912 W DESOTO ST
PENSACOLA, FL 32501

ATWOOD MARILYN &
1918 W GONZALEZ ST
PENSACOLA, FL 32501

LEWIS OLIVIA F
1916 W GONZALEZ ST
PENSACOLA, FL 32501

CROSBY JIMMIE SUE
6235 CONFEDERATE DR
PENSACOLA, FL 32503

ATKINS DEIDRA M
2312 N GUILLEMARD ST
PENSACOLA, FL 32503

AC SELECT LLC
PO BOX 10635
PENSACOLA, FL 32524

APOSTOLIC OVERCOMING HOLY CHURCH OF GOD INC
2257 ST STEPHENS RD
MOBILE, AL 36617

LIGHT OF WORLD APOSTOLIC OVERCOMING
1105 N M ST
PENSACOLA, FL 32501

GADDY PETER PAUL III 1/2 INT
2540 MAGNOLIA AVE
PENSACOLA, FL 32503

GADDY PETER P III
1200 BLK PACE BLVD
PENSACOLA, FL 32505

TORRES ALEJANDRO
4565 SAILBOAT LN
PENSACOLA, FL 32514

SLANKARD DARRELL &
1112 N PACE BLVD
PENSACOLA, FL 32505

RUNYAN CAROLYN B 1/12
1114 N PACE BLVD
PENSACOLA, FL 32501

BOVEE DON E 1/12 W C 3/12
31783 GRAFTON RD
LILLIAN, AL 36549-4512

CONNER CURTIS J
2004 W GONZALEZ ST
PENSACOLA, FL 32501

MOLLA ADAM SEFER
8005 LAKOTA CT
SPRING HILL, TN 37174

SAINT JOHN BAPTIST
PO BOX 18147
PENSACOLA, FL 32523-8147

EQUITY TRUST COMPANY CUSTODIAN FOR

PO BOX 18914
WEST PALM BEACH, FL 33416

HAYNES CEDRIC

3490 DUNAWAY LN
PENSACOLA, FL 32526

ANDALA ENTERPRISES INC

641 BAYOU BLVD
PENSACOLA, FL 32503

THOMAS JOHN C &

916 N PACE BLVD
PENSACOLA, FL 32505

THOMAS JOHN CHRISTOPHER

918 N PACE BLVD
PENSACOLA, FL 32501

AMR AT PENSACOLA INC

730 BAYFRONT PKWY STE 4B
PENSACOLA, FL 32502

OWENS JONATHAN L

4618 CLARA ST
PENSACOLA, FL 32526

IBRAHIM FARIS S

1164 SHADY LN
GULF BREEZE, FL 32561

PETROLANE GAS SERVICE LTD

PO BOX 798
VALLEY FORGE, PA 19482

SMITH THOMAS W EST OF

5520 DUVAL ST
PENSACOLA, FL 32503

WELLS FELECIA

2110 W DESOTO ST
PENSACOLA, FL 32505

JOHNSON THERESA RANALDSON LIFE EST

809 W BELMONT ST
PENSACOLA, FL 32501

RANALDSON THERESA I

809 W BELMONT ST
PENSACOLA, FL 32501

WHEELER WILLIAM A JR

3207 E 22ND AVE
TAMPA, FL 33605

HAWKINS JERRY

2106 W DESOTO ST
PENSACOLA, FL 32505

BK INVESTMENTS OF NW FL INC

1301 W GARDEN ST
PENSACOLA, FL 32502

BOYD ROBERT D SR

PO BOX 18352
PENSACOLA, FL 32523

EKELUND TIMOTHY &

1810 E BLOUNT STREET
PENSACOLA, FL 32503

HOWARD RONNIE E

19 E LLOYD ST
PENSACOLA, FL 32501

HICKMAN E CAMERON

PO BOX 5325
VALDOSTA, GA 31603

COBB KIMBERLY A

7138 GLENDORA ST
PENSACOLA, FL 32526

WATERS MEL L & O DANIEL

9340 BELL RIDGE DR
PENSACOLA, FL 32526

CHURCH ON WHEELS INC

PO BOX 17453
PENSACOLA, FL 32522

KELIGOND KAREEMA

5529 SUN VALLEY DR
PENSACOLA, FL 32505

HILL TERESA

412 W GREGORY ST
PENSACOLA, FL 32502

MIKE DEAN CONSTRUCTION LLC

3281 AIRPORT RD
CRESTVIEW, FL 32539

MCNEIL HERBERT & ROBINSON

1116 NORTH Q ST
PENSACOLA, FL 32505

GULF POWER CO

PROPERTY TAX - PSX/JB
700 UNIVERSE BLVD
JUNO BEACH, FL 33408

MOORE TERESA D

1123 NORTH P ST
PENSACOLA, FL 32505

LONG HEANG

1123 N P ST
PENSACOLA, FL 32505

SUNDAY TERRY A &
1115 NORTH P ST
PENSACOLA, FL 32505

EARLY WILLIAM ALEX
2200 W GONZALEZ ST
PENSACOLA, FL 32505

LETT ROSALIND
2298 DILLARD XING
TUCKER, GA 30084

ROGERS SARAH
12000 SCENIC HWY APT 60
PENSACOLA, FL 32514

DUDLEY KENNETH P
2300 W DESOTO ST
PENSACOLA, FL 32505

PARTICULAR COUNCIL OF ST VINCENT DE PAUL
PO BOX 17645
PENSACOLA, FL 32522

MCGRAIL JAMES T
1011 NORTH P ST
PENSACOLA, FL 32505

BRIGGS EUGENE R
1010 NORTH Q ST
PENSACOLA, FL 32505

BRIGGS ARTHUR J
1016 NORTH Q ST
PENSACOLA, FL 32507

PORTUGAL REYNALDO &
406 N OLD CORRY FIELD RD
PENSACOLA, FL 32505

BRISCOE TERRI R &
2201 W GONZALES ST
PENSACOLA, FL 32505

KING SOLOMAN INVESTMENT TRUST
8735 E DIANNA DR
SCOTTSDALE, AZ 85257

PARTICULAR COUNCIL OF THE SAINT VINCENT
PO BOX 17645
PENSACOLA, FL 32522

LOWER ALABAMA HOLDINGS LLC 1406 N DALE MABRY HWY STE 300
TAMPA, FL 33607

SOTO ANICETO
2225 W DESOTO ST
PENSACOLA, FL 32505

UNION ANTONIO L
110 OGLESBY AVE
CRESTVIEW, FL 32536-3823

FENDERSON PEARLIA M BROWN MOULTRIE
810 VIOLET AVE
PENSACOLA, FL 32505

GLESSER THOMAS
2 W LEE ST
PENSACOLA, FL 32501

APIXX INVESTMENT GROUP
913 NORTH P ST
PENSACOLA, FL 32505

GLESSER JO ANNE
20 WEST LEE STREET
PENSACOLA, FL 32501

ALLEN WILLIAM M &
2319 W DESOTO ST
PENSACOLA, FL 32505

TEMPLE BETH EL OF PENSACOLA INC
800 N PALAFOX ST
PENSACOLA, FL 32501

B NAI ISRAEL BOARD OF TRUSTEES
PO BOX 9002
PENSACOLA, FL 32513

BECKHAM JERRELL W
2320 W DE SOTO ST
PENSACOLA, FL 32505

T HOA AN &
165 ELLA RUTH DR
FORT WALTON BEACH, FL 32547

VANDUSEN JOHN B &
1100 NORTH R ST
PENSACOLA, FL 32501

PARKS THOMAS R &
4316 WHITELEAF CT
PENSACOLA, FL 32504

WALTERS EDNA
2201 ZANE GREY LANE
PENSACOLA, FL 32534

HARRIS BENJAMIIN
508 PELHAM RD
PENSACOLA, FL 32507

HALL BETTY RUTH
2303 W BRAINARD ST
PENSACOLA, FL 32505

PEOPLES PHAM

PO BOX 18465
PENSACOLA, FL 32523

MARTINEZ AURILIZ CRUZADO

426 SEAMARGE LN
PENSACOLA, FL 32507

LEWIS JERRY L

1101 NORTH Q ST
PENSACOLA, FL 32505

HEALTHY HOME HOLDINGS LLC

2730 KEPLER AVENUE
PENSACOLA, FL 32507

CURRIN JESSE R

PO BOX 17722
PENSACOLA, FL 32522

DUCKWORTH TWYLAH

2440 W BRAINERD ST
PENSACOLA, FL 32505

JONES CHARITHA I

1202 NORTH S ST
PENSACOLA, FL 32505

STEVERSON LABORSHIA

1206 N S ST
PENSACOLA, FL 32505

HARRIS MARY Y

2430 BRAINERD ST
PENSACOLA, FL 32505

KIRKLAND LESLIE

2420 W GONZALEZ ST
PENSACOLA, FL 32505

DEPERSIS ANTHONY J &

1104 N S ST
PENSACOLA, FL 32505

MARTIN GARY &

C/O GARY MARTIN
3549 SWEET BAY DR
PACE, FL 32571

FOSTER TELETO

1118 NORTH S ST
PENSACOLA, FL 32505

FOLSOM ATAVIA

1120 N S ST
PENSACOLA, FL 32505

CARDWELL MIRANDA FAYE

226 MADRID RD
PENSACOLA, FL 32526

WHITMIRE BOBBY &

1103 NORTH R ST
PENSACOLA, FL 32505

HUGGINS DONALD P

10836 BERRYHILL RD
PENSACOLA, FL 32506

BURGANS GARRY E

2400 W DESOTO ST
PENSACOLA, FL 32505

ANDERSON CHERYL A

1012 NORTH S ST
PENSACOLA, FL 32505

ADAMS JOHN

5618 BALLYBUNION DR
PACE, FL 32571

AVILES LIZA

1021 N R ST
PENSACOLA, FL 32505

BURGANS KERRY E &

2400 W DESOTO ST
PENSACOLA, FL 32505

CARTER ROBERT DAVID

29 AUDUSSON AVE
PENSACOLA, FL 32507

HARVELL CLAUDIA EST OF

C/O KENNETH RAY HARVELL
1120 NORTH T ST
PENSACOLA, FL 32505

FYM OF FL LLC

3179 LAKE SUZANNE RD
CANTONMENT, FL 32533

STRICKLER JOHN D

2335 COLONIAL CIR
PENSACOLA, FL 32514

ALLEN AARON S &

2500 W GONZALEZ ST
PENSACOLA, FL 32505

ALLEN AARON S

2500 W GONZALES ST
PENSACOLA, FL 32505

BK INVESTMENTS OF NORTHWEST FLORIDA INC

1301 W GARDEN ST
PENSACOLA, FL 32501

BK INVESTMENTS OF NW FLORIDA INC

1301 W GARDEN ST
PENSACOLA, FL 32505

JOINER CLIFFORD E
1911 W DETROIT BLVD
PENSACOLA, FL 32534

JOINER CLIFFORD
1911 W DETROIT BLVD
PENSACOLA, FL 32534

JOSEY BERTHA V
912 MEDFORD AVE
PENSACOLA, FL 32505

AGRAPIDES LAZARUS
510 REUS ST
PENSACOLA, FL 32501

MOYE PATRINA
8557 UNTREINER AVE
PENSACOLA, FL 32534

WATSON LORETTA F
2504 W BRAINARD ST
PENSACOLA, FL 32505

CHESTNUT CURRY
34 PATTON DR APT 47
PENSACOLA, FL 32507

JACKSON CHARLES S
2971 CREOLE WAY
PENSACOLA, FL 32526

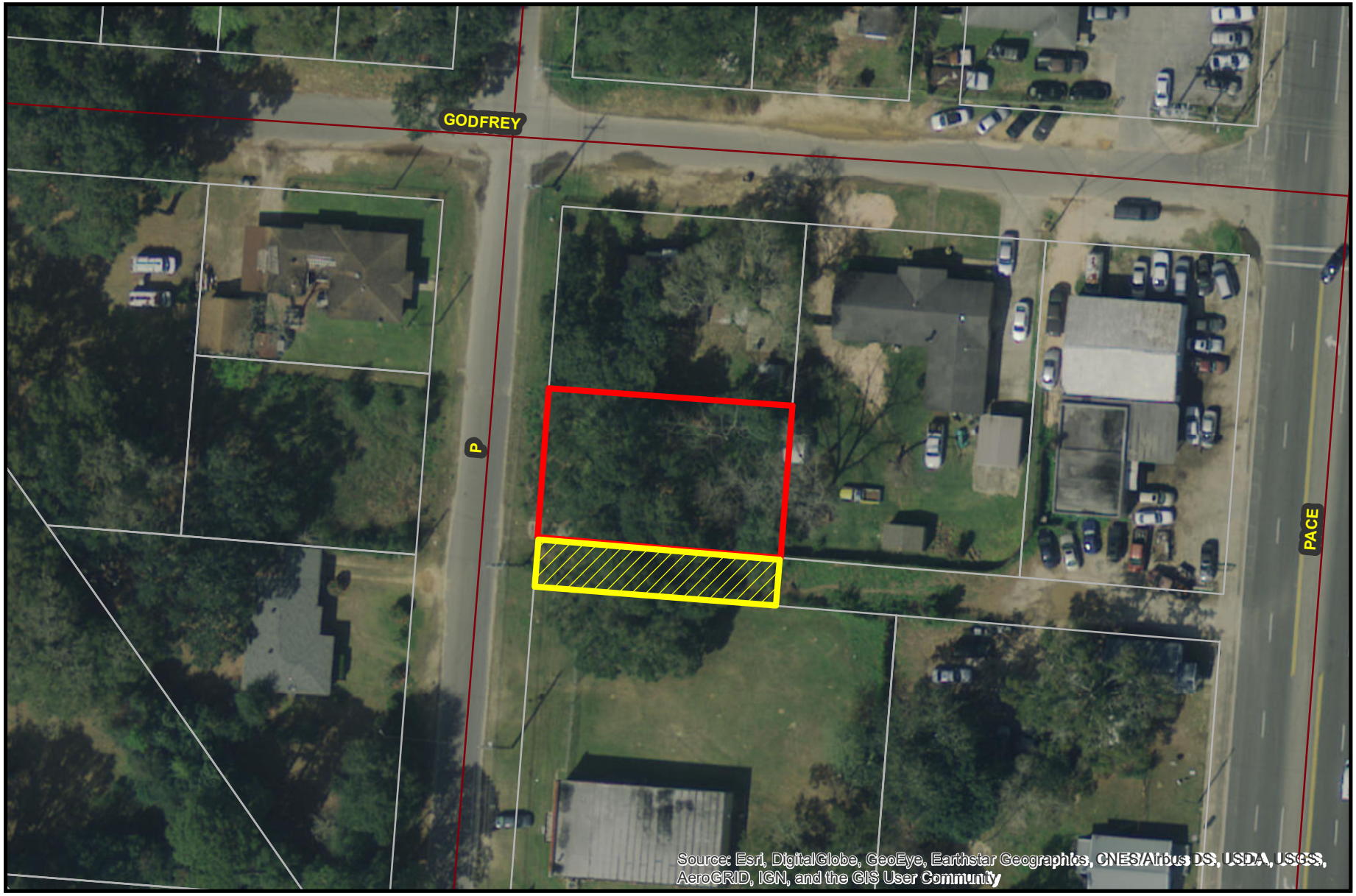
THOMPSON ANGELA
1704 W BRAINERD ST
PENSACOLA, FL 32501

ALLEN AARON S
2500 W GONZALES ST
PENSACOLA, FL 32505

BENTON SHIRLEY
1720 N PACE BLVD
PENSACOLA, FL 3205

ESCAMBIA COUNTY REAL ESTATE ACQUISITION
3363 W PARK PLACE
PENSACOLA, FL 32505

REQUEST TO VACATE: A Portion of the Alleyway in Block D of Kupfrian Park
Petitioner: Joel Knight



ESCAMBIA COUNTY
FACILITIES MANAGEMENT
DEPARTMENT
MLW 7/24/2020 DISTRICT 3

N

2016
Aerial Photo

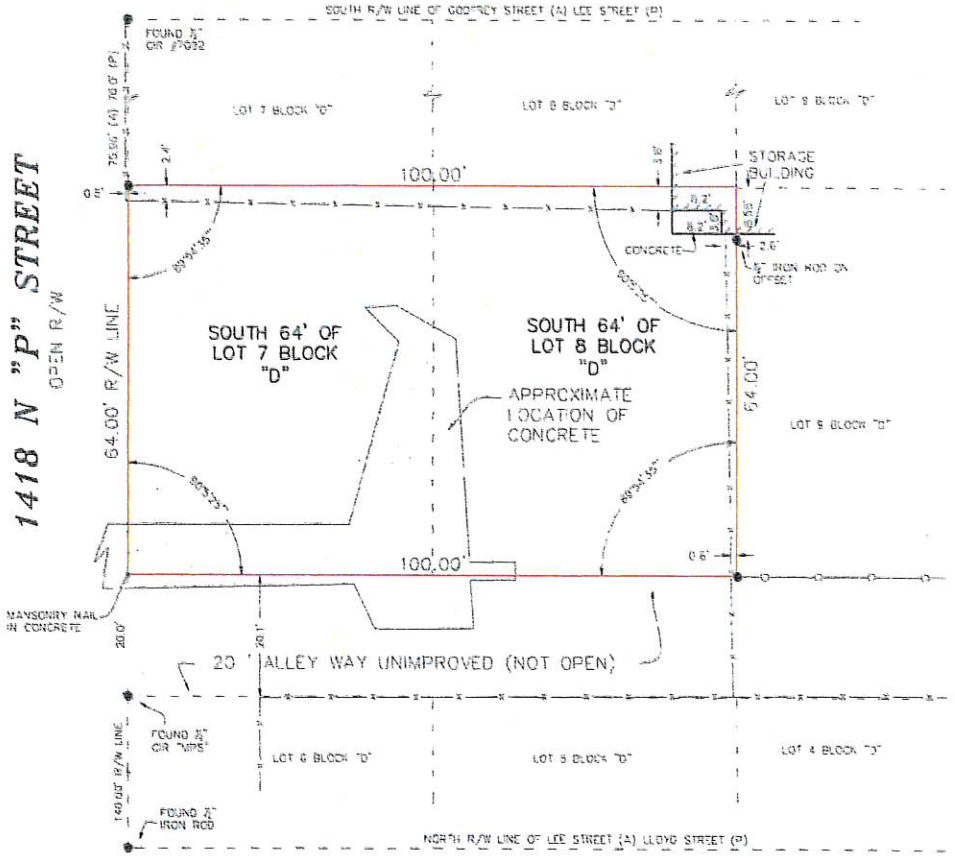
Petitioner's Property

Requested Vacation Area

MEASUREMENTS MADE TO UNITED STATES STANDARDS*

BOUNDARY SURVEY

GARY F. BYRD
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
Phone (850)554-6734
GFBSURV@BELLSOUTH.NET



LAND DESCRIPTION:

THE SOUTH 64.00 OF LOTS 7 AND 8 BLOCK "D" BLOUNT RE-SUBDIVISION OF KUPFRIAN PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 87, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SOURCE OF INFORMATION: DESCRIPTION AS FURNISHED BY CLIENT.
ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE PLAT EXCEPT AS NOTED.
THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY. FOOTINGS, FOUNDATIONS OR ANY OTHER SUBSURFACE STRUCTURES NOT LOCATED.
NO TITLE WORK PERFORMED BY THIS FIRM.

REQUESTED BY: BRIDGETTE BROOKS
DATE OF FIELD WORK: 4-21-2020
FIELD BOOK: FL150 PAGE: 42-43
DRAWING RELEASE DATE: 04-30-2020
SCALE: 1 " = 20'
SHEET 1 OF 1

LEGEND:
B.S.L. ~ BUILDING SETBACK LINE
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
R ~ RADIUS
L ~ LENGTH OF ARC
C ~ CHORD DISTANCE
CB ~ CHORD BEARING
R/W ~ RIGHT-OF-WAY
C.I.R. ~ CAPPED IRON ROD
P ~ PLAT
A ~ ACTUAL
D ~ DEED
CHAINLINK FENCE ~ —— X ——
WOOD FENCE ~ ——o——

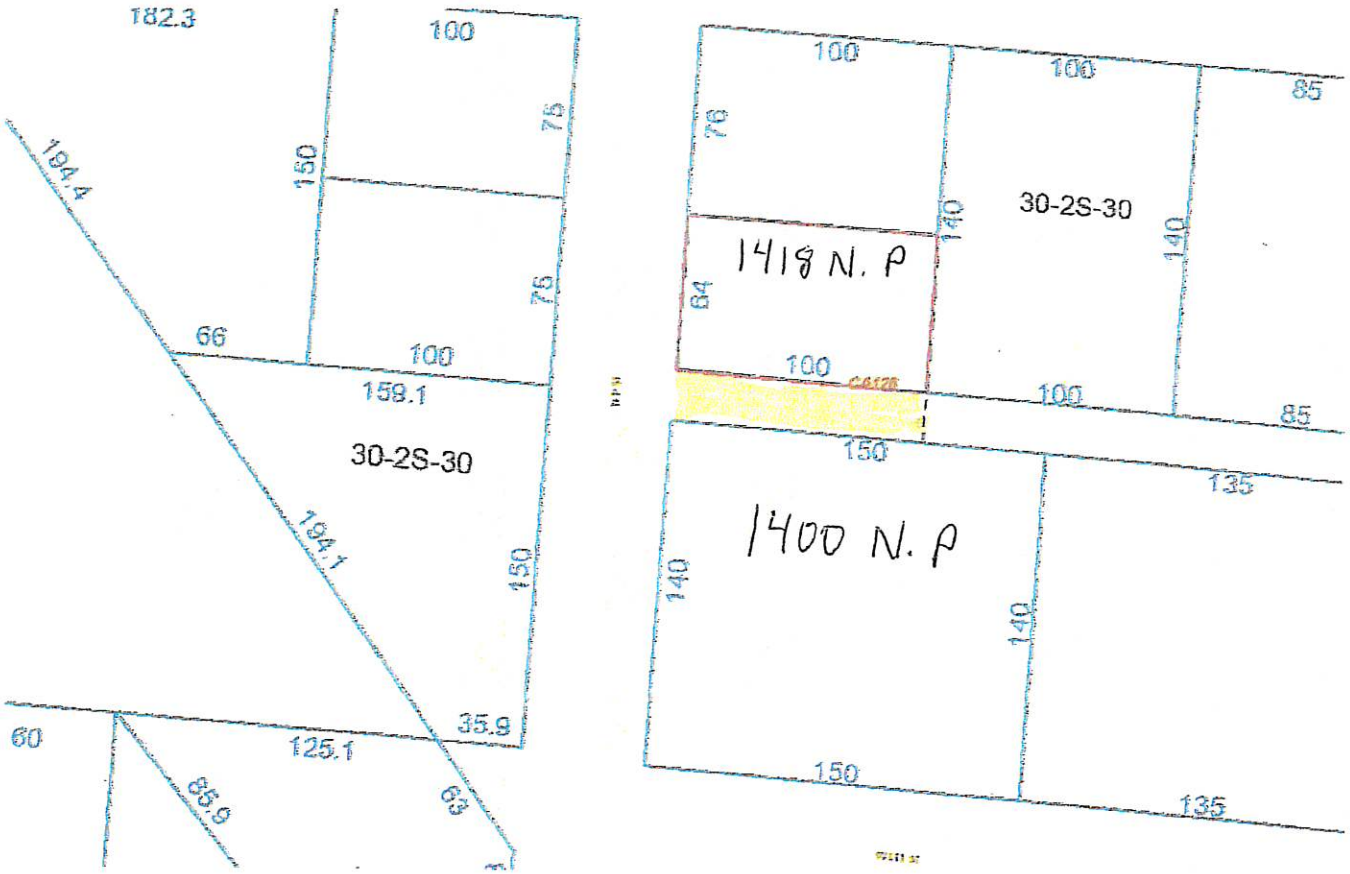
I HEREBY CERTIFY TO JOEL T. KNIGHT, CHERYL A KNIGHT, CHICAGO TITLE INSURANCE COMPANY, KNIGHT BARRY TITLE SOLUTIONS, INC., THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 2014-147 FLORIDA STATUTES.

JOB NO. & DRAWING NO: FL2020-04-011

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS STANDARDS OF PRACTICE AS SET FOR BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

GARY F. BYRD
FLORIDA LAND SURVEYOR #4400

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA SURVEYOR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194.4
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158.1
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85.9
62
100
100
85
76
140
30-2S-30
140
1418 N. P
64
100
100
85
150
135
1400 N. P
140
140
150
135

HOUSEPLANS

Questions about this plan? Visit Houseplans.com today or call 1-800-913-2350

View this plan at https://www.houseplans.com/plan/1395-square-feet-3-bedrooms-2-bathroom-traditional-house-plans-2-garage-1165

Plan 17-192

1395 sq/ft, **3** beds, **2** baths, **45'** wide, **65'** deep

Pricing

Plan Set

PDF Set	$700.00
5 Copy Set	$800.00
5 Copy and PDF Set	$1050.00
CAD Set	$1400.00

Foundation

Crawlspace	+$0.00
Slab	+$0.00

Framing

Wood 2x4	$0.00
Wood 2x6	$299.00

Right-Reading Reverse

Each	+$199.00

Additional Construction Sets

Each Additional Set	+$75.00/each

Audio Video Design

Each	$100.00

Construction Guide

Each	$39.00

Lighting Design

Each	$100.00

House Features

Walk In Closet	Storage Area
Breakfast Nook	Oversized Garage
Eating Bar	Suited For Narrow Lot
Great Room Living Room	Suited For View Lot
Storage Area	Covered Rear Porch
Great Room Living Room	Empty Nester

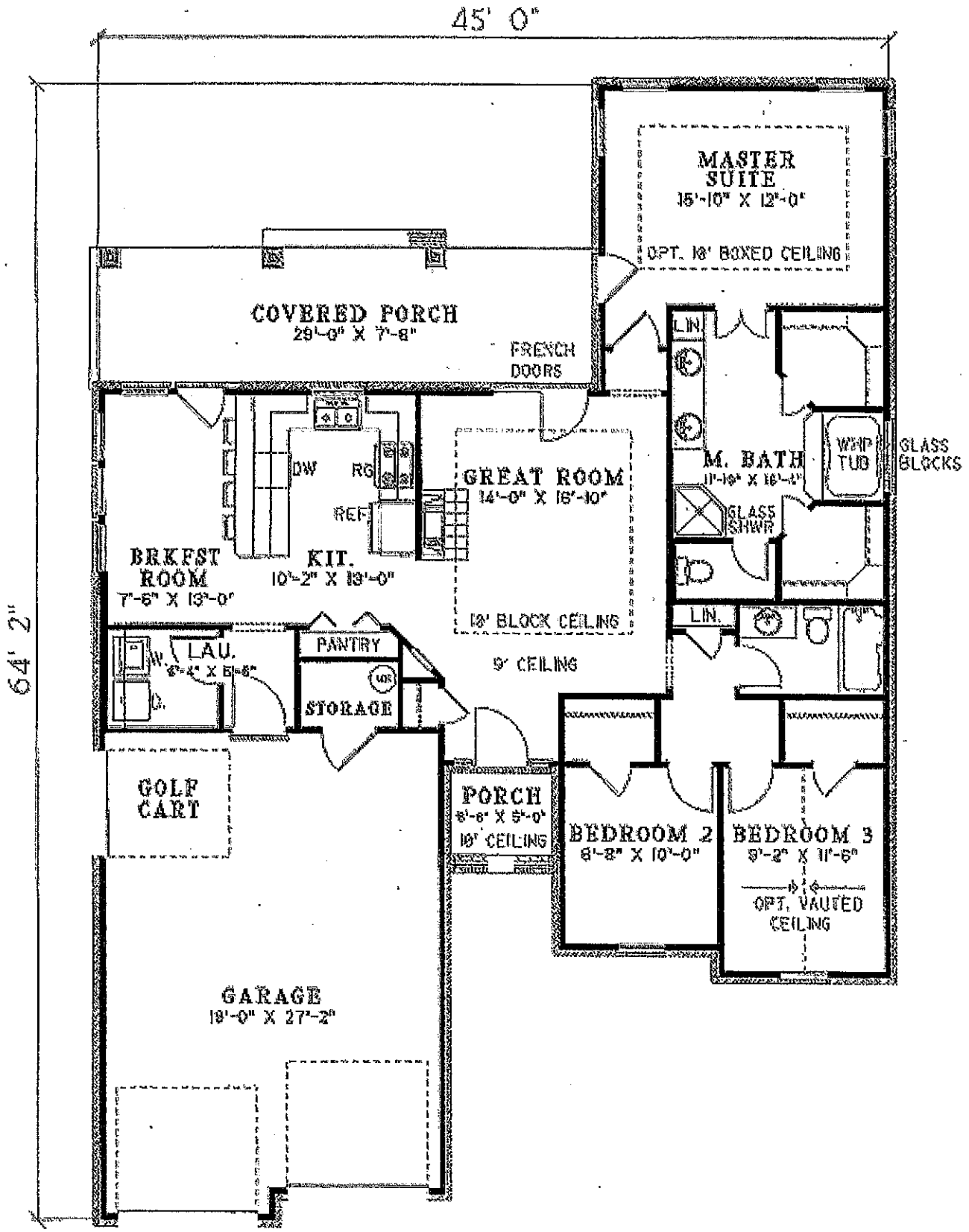
Styles Classifications

European	Traditional
Southern	

Specifications

Main Floor	1395 sq/ft
Depth	65'
Width	45'

Floor Plan - Main Floor Plan



HOUSEPLANS

Questions about this plan? Visit Houseplans.com today or call 1-800-913-2350

View this plan at https://www.houseplans.com/plan/1395-square-feet-3-bedrooms-2-bathroom-traditional-house-plans-2-garage-1165

In addition to the house plans you order, you may also need a site plan that shows where the house is going to be located on the property. You might also need beams sized to accommodate roof loads specific to your region. Your home builder can usually help you with this. You may also need a septic design unless your lot is served by a sanitary sewer system. Many areas now have area-specific energy codes that also have to be followed. This normally involves filling out a simple form providing documentation that your house plans are in compliance.

To find out what documents you should expect with your house plans, see https://www.houseplans.com/whats-included.

In some regions, there is a second step you will need to take to insure your house plans are in compliance with local codes. Some areas of North America have very strict engineering requirements. Examples of this would be earthquake-prone areas of California and the Pacific Coast, hurricane risk areas of the Florida, Gulf & Carolina Coasts. New York, New Jersey, Nevada, and parts of Illinois require review by a local professional as well. If you are building in these areas, it is most likely you will need to hire a state licensed structural engineer to analyze the design and provide additional drawings and calculations required by your building department. If you aren't sure, building departments typically have a handout they will give you listing all of the items they require to submit for and obtain a building permit.

Additionally, stock plans do not have a professional stamp attached. If your building department requires one, they will only accept a stamp from a professional licensed in the state where you plan to build. In this case, you will need to take your house plans to a local engineer or architect for review and stamping. In addition, plans which are used to construct homes in Nevada are required to be drawn by a licensed Nevada architect.

Note: All sales on house plans are final. No refunds or exchanges can be given once your order has been fulfilled or once we have begun to customize a home plan to your specifications.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18426 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 09/03/2020
Issue: 5:32 p.m. Public Hearing - Vacation of the Alleyway Located in Block 28 of Englewood Heights
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of 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.

Recommendation: That the Board take the following action concerning 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. Approve 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.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The subject property 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. This vacation request 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 has 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:

This Recommendation is 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 Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, who will have them recorded in the public records and will have notices published.

Attachments

Petition_Englewood Heights

Hold Harmless_Englewood Heights

Resolution_Englewood Heights

Notice of Adoption_Englewood Heights

Certification_Englewood Heights
Mailing List_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:

Approved for legal content
8/4/2020

Geoff Brodersen, Contract Counsel
Escambia County School Board

HOLD/HARMLESS AGREEMENT

WHEREAS, The School District of Escambia County hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar ($1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

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. Petitioner(s), hereby covenant(s) and agree(s) that it has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Malcolm Thomas
Witness

Malcolm Thomas
Print or type name

Witness

Samantha Goodwin
Print or type name

The School District of Escambia County
Corporation or Company Name

Patricia Hightower
Petitioner(s)

Patricia Hightower
Print or type name(s)

Title: Board Chair

Date: 8/19/2020

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 19 day of August, 2020 by Patricia Hightower, as Board Chair of Escambia County School District, a _____ (__) corporation or (___) limited liability company, on behalf of the corporation/limited liability company. He/She is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Elisabeth A Buswell
My Commission GG 260444
Expires 01/18/2023

Elisabeth A Buswell
Notary Public
Elisabeth A Buswell
Print or type name

Commission Expires: 1/18/23
Commission Number: GG 260444

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

AUG 18 2020

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR 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.

WHEREAS, The School District of Escambia County has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

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.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), The School District of Escambia County, has caused to be published on August 20, A.D., 2020, notice in a

newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 PM on September 3,2020 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of 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 will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed; and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the described vacated area remaining subject to an easement in favor of:

NONE

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.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

NOTICE IS HEREBY GIVEN that on September 3, 20 20, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, 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.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this 3 day of September, A.D., 20 20.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1,500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 1,500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated June 10, 2020.

Petitioner(s)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 19th day of August, 2020 by NICHOLAS KING, as Agent of Escambia Co. School Dist, a ____ (__) corporation or (___) limited liability company, on behalf of the corporation/limited liability company. He/~~She~~ is personally known to me or has produced _____ as identification.

Belinda G. Rowell
Notary Public
Belinda G. Rowell
Print or type name

(Notary Seal must be affixed)

BELINDA G. ROWELL
NOTARY PUBLIC, STATE OF FLORIDA
Commission No. GG 24815
My Commission Expires Nov. 7, 2020

Commission Expires: 11/7/2020
Commission Number: GG 24815

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

	A	B	C	D	E
1	**Englewood Heights Mailing List**				
2	**Owner Name**	**Street Address**	**City**	**State**	**ZIP**
3	3 AGE HOLDING LLC	3891 NORTH W ST UNIT 36	Pensacola	FL	32505
4	5T WEALTH PARTNERS LP	DEPARTMENT 6200 PO BOX 830539	Birmingham	AL	35283
5	66 COUSINS DELI LLC	2500 N E ST	Pensacola	FL	32501
6	850 HOLDINGS LLC	STE 300+1406 N DALE MABRY HWY	Tampa	FL	33607
7	ABNEY BROADUS	1215 W HATTON ST	Pensacola	FL	32501
8	ABRAMS GROUP HOLDINGS LLC	3645 HWY 90 #104	Pace	FL	32571
9	AGEE ADELL H &	ROY AGEE 3026 W BLOUNT ST	Pensacola	FL	32505
10	AGEE MATTIE LEE EST OF	C/O ROY AGEE 3026 W BLOUNT ST	Pensacola	FL	32505
11	AGEE ROY J	3026 W BLOUNT ST	Pensacola	FL	32505
12	AGRAPIDES LAZARUS	510 REUS ST	Pensacola	FL	32501
13	ALBERT R BRICKER LLC	PO BOX 1310	Pensacola	FL	32591
14	ALLEN ARNGELIQUE	8375 VANCE AVENUE	Pensacola	FL	32534
15	ALLEN CHERYLE	2103 NORTH H ST	Pensacola	FL	32501
16	ALLEN DAVID E &	300 MEADSON POINT RD	Pensacola	FL	32506
17	ALLEN PAUL	1224 W JORDAN ST	Pensacola	FL	32501
18	ALZATI MARCO A	857 TATE RD	Pensacola	FL	32533
19	AME ZION BURIAL ASSOCIATION	PO BOX 2821	Pensacola	FL	32513
20	ANDERSON CHENOA M	1220 W HATTON ST	Pensacola	FL	32501
21	ANDREWS JOYCE LIFE EST &	809 W HATTON ST	Pensacola	FL	32501
22	ANDREWS LUCILLE EST OF	2619 NORTH H ST	Pensacola	FL	32501
23	ARMSTRONG IRMA JEAN	800 W LAKEVIEW AVE	Pensacola	FL	32501
24	ARMSTRONG JESSICA &	1125 W BOBE ST	Pensacola	FL	32501
25	ARMSTRONG MARY J	PO BOX 18398	Pensacola	FL	32523
26	ARMSTRONG MARY J &	1007 W FISHER ST	Pensacola	FL	32501

	A	B	C	D	E
27	AUTREY AGNES PERRYMAN	1002 W CROSS ST	Pensacola	FL	32501
28	AUTREY HERMAN L 1/3 INT	1002A W CROSS ST	Pensacola	FL	32501
29	AZIER ADIL	16 BRAY DR	Ajax	ON L1T 3M1	
30	BABROW GLANVILLE	4252 ANNEEWAKEE RD	Douglasville	GA	30135
31	BACHMEIER JOHN R	4355 MONTEIGNE DR	Pensacola	FL	32504
32	BAHNSEN LINH MY SCHEID TRUSTEE &	2299 SCENIC HWY UNIT T-9	Pensacola	FL	32503
33	BALDWIN ESSIE O	6191 RINGGOLD CIR	Pensacola	FL	32503
34	BAPTIST HEALTH CARE CORPORATION	1000 W MORENO ST	Pensacola	FL	32501
35	BAPTIST HOSPITAL INC	1717 NORTH E ST # 320	Pensacola	FL	32501
36	BARFIELD JAMES S 2/3 INT	911 W HERNANDEZ ST	Pensacola	FL	32501
37	BARNES KATIE	1126 W MAXWELL ST	Pensacola	FL	32501
38	BASCOM SAMANATHA	1101 W JORDAN ST	Pensacola	FL	32501
39	BAUTISTA JUAN	759 ROSA PARKS CIR	Pensacola	FL	32501
40	BEASLEY BELINDA M	801 WOODLAND DR	Pensacola	FL	32503
41	BENBOE CHARLES E & PAULINE	1041 N HERNANDEZ ST	Pensacola	FL	32501
42	BENBOE RODERICK L	1041 W HERNANDEZ ST	Pensacola	FL	32501
43	BENJAMIN DENNIS	45 VODA CT	Pensacola	FL	32506
44	BETTIES WILLIE G	2607 NORTH E ST	Pensacola	FL	32501
45	BEVINES DEBORAH	805 W HATTON ST	Pensacola	FL	32501
46	BH 72 LLC	2500 E HALLANDALE BEACH BLVD PH1	Halndle Bch	FL	33009
47	BIVINES DEBORAH	805 W HATTON ST	Pensacola	FL	32501
48	BIVINES LARRY D	2602 N F ST	Pensacola	FL	32501
49	BLACK JIMMIE L JR	704 E LEE ST	Pensacola	FL	32503
50	BLACKBURNE EMMANUEL &	631 W JORDAN ST	Pensacola	FL	32501
51	BLAIR MARY PEARL 8/12 INT	2616 N G ST	Pensacola	FL	32501
52	BLANKENSHIP FIRNAH A LIFE EST &	1605 W SCOTT ST	Pensacola	FL	32501
53	BOCKWITH CLAIRE G	804 BAY BLVD	Pensacola	FL	32503

	A	B	C	D	E
54	BONHAM KAREN EST OF	631 W HERNANDEZ ST	Pensacola	FL	32501
55	BONNER CHARLESTER	1109 W BOBE ST	Pensacola	FL	32501
56	BOSWELL ADAM L	1243 BAYSHORE RD	Gulf Breeze	FL	32563
57	BOYD PRISCILLA	1020 W BOBE ST	Pensacola	FL	32501
58	BRACY MATTIE R	695 RIVER MIST DR	Jonesboro	GA	30238
59	BRADLEY BETTYE G	8609 RUSSELL AVE	Pensacola	FL	32534
60	BRANDON ANNIE MAE &	5686 DAYFLOWER CIRCLE	Tallahassee	FL	32311
61	BRANDON DARNELL J	1222 W MAXWELL ST	Pensacola	FL	32501
62	BREWER JANICE M	1003 W JORDAN ST	Pensacola	FL	32501
63	BROWN JEWETT	4208 GRAHAMSTONE RD	Raleigh	NC	27610
64	BROWN OCTAVIA JACOBS	641 W JORDAN	Pensacola	FL	32501
65	BRYANT JOE ANN	801 W HERNANDEZ ST	Pensacola	FL	32501
66	BULLARD CHARLES	2240 NORTH G ST	Pensacola	FL	32501
67	BURNETT VERONICA S	775 ROSA PARKS CIR	Pensacola	FL	32501
68	BUSBEE EDWARD SR	168 COMMERCIAL DR	Cantonment	FL	32533
69	CARTER BETTY J LIFE ESTATE 1/2 INT	1103 W JORDAN ST	Pensacola	FL	32501
70	CARTER JIMMY JR	2411 N 14TH AVE	Pensacola	FL	32503
71	CAUTHEN LINDA ANN	2225 N F ST	Pensacola	FL	32501
72	CHANCEY THERESE ADAIR	630 W JORDAN ST	Pensacola	FL	32501
73	CHAVERS CHRISTOPHER	621 W HERNANDEZ ST	Pensacola	FL	32501
74	CLAYTON VANESSA &	15231 OBERLIN AVE	Gulfport	MS	39503
75	CLEMONS GARY D &	1102 W JORDAN ST	Pensacola	FL	32501
76	CMHC HERNANDEZ HOUSE INC	1221 W LAKEVIEW AVE	Pensacola	FL	32501
77	COBB CHERYL	2550 NORTH D ST	Pensacola	FL	32501
78	COMMUNITY ENTERPRISE INVESTMENTS INC	302 N BARCELONA ST	Pensacola	FL	32501
79	COOKS JESSE J JR	820 W HERNANDEZ ST	Pensacola	FL	32501
80	COOPER MINNIE	5016 LILLIAN HWY # A	Pensacola	FL	32506
81	COX HAZEL C	2800 NORTH E ST	Pensacola	FL	32501
82	CRENSHAW MICHAEL S &	2830 VALKYRY WAY	Cantonment	FL	32533
83	CRONE FORREST W JR &	731 W LAKEVIEW AVE	Pensacola	FL	32501
84	CROOKS WANDA D &	641 W HERNANDEZ ST	Pensacola	FL	32501

	A	B	C	D	E
85	CROSLEY LOUISE W	405 EDGEWOOD DR	Meadville	PA	16335
86	CURRY HENRY 10/20 INT	1217 W HATTON ST	Pensacola	FL	32501
87	CURRY JAROME	1219 W HATTON ST	Pensacola	FL	32501
88	CURRY JOHNNIE EST OF	1103 W JORDAN ST	Pensacola	FL	32501
89	CUSHON NORMAN W	7019 ALISO AVE	West Palm Beach	FL	33413
90	D & E PROPERTY SOLUTIONS	3707 SUNNYSIDE ST	Pensacola	FL	32507
91	DANIELS AUDREY DENISE LIFE EST	1001 W MAXWELL ST	Pensacola	FL	32501
92	DANIELS GLADYS	PO BOX 17763	Pensacola	FL	32522
93	DAVIS ELIZABETH J	630 W HERNANDEZ ST	Pensacola	FL	32501
94	DAVIS JOHN T	810 W LAKEVIEW AVE	Pensacola	FL	32501
95	DAVIS WALTER J & HAZEL J	821 W JORDAN ST	Pensacola	FL	32501
96	DEAN NED JR	PO BOX 18238	Pensacola	FL	32523
97	DEAN WILLIAM H	2422 N DAVIS HWY	Pensacola	FL	32503
98	DEAN WILLIAM H	2 HARMONY AVE	Pensacola	FL	32505
99	DEES GEORGE JR EST OF	109 HAYMAKER PL	Williamsburg	VA	23185
100	DITZHAZY DONN	1440 E BROAD ST	Columbus	OH	43205
101	DIXON EDNA &	5989 WEST SHORE DR	Pensacola	FL	32526
102	DIXON SHARMAINE	774 ROSA PARKS CIR	Pensacola	FL	32501
103	DOUBLE J PROPERTY INVESTMENTS LLC	6309 VICKSBURG DR	Pensacola	FL	32504
104	DOUGLAS DOROTHY J	917 W HATTON ST	Pensacola	FL	32501
105	DUKES WILSIE BERNEICE	905 W FISHER ST	Pensacola	FL	32501
106	DURANT DARLENE M	720 W LAKEVIEW AVE	Pensacola	FL	32501
107	EBENEZER BAPTIST	2520 N D ST	Pensacola	FL	32501
108	EDWARDS BARBARA J	701 W HERNANDEZ ST	Pensacola	FL	32501
109	EDWARDS HATTIE &	741 W JORDAN ST	Pensacola	FL	32501
110	ELLIS CECIL R	2312 NORTH G ST	Pensacola	FL	32501
111	ELLIS CECIL R	941 W CROSS ST	Pensacola	FL	32501
112	EMERALD COAST UTILITIES AUTHORITY	PO BOX 17089	Pensacola	FL	32522
113	EMMANUEL HOLINESS	1208 W BOBE ST	Pensacola	FL	32501

	A	B	C	D	E
114	ENGLEWOOD COMMUNITY DEVELOPMENT CORPORATION	1100 W SCOTT ST	Pensacola	FL	32501
115	ENGLEWOOD MISSIONARY BAPTIST CHURCH INC 4/5 INT	1212 W YONGE ST	Pensacola	FL	32503
116	ENGLISH ANTHONY L	2003 COLONY RD	Pensacola	FL	32526
117	ENGLISH KENNETH B	841 W JORDAN ST	Pensacola	FL	32501
118	EPPS COSTERMECKER	38 S BLUE ANGEL PKWY #377	Pensacola	FL	32506
119	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	Pensacola	FL	32502
120	ESCAMBIA COUNTY COMMUNITY LAND TRUST INC	4805 N 9TH AVE	Pensacola	FL	32501
121	ETHERIDGE CYNTORA	767 ROSA PARKS	Pensacola	FL	32501
122	ETHERIDGE HARRY	2715 NORTH F ST	Pensacola	FL	32501
123	EVANS ANNIE	910 W JORDAN ST	Pensacola	FL	32501
124	EVANS SYLVIA S	316 ARIOLA AVE	Pensacola	FL	32503
125	EZELL WILLIE E	2024 NORTH B ST	Pensacola	FL	32501
126	FERGUSON TUREATHA	1006 W MAXWELL ST	Pensacola	FL	32501
127	FIRST EMMANUEL OF REDEEMED SAINTS INC	8160 DURAND AVE	Pensacola	FL	32534
128	FLETCHER EDITH EST OF	1110 W BOBE ST	Pensacola	FL	32501
129	FLOYD RUBY NELL EST OF	601 W JORDAN ST	Pensacola	FL	32501
130	FLOYD SARAH 18/32 INT	1203 W SCOTT ST	Pensacola	FL	32501
131	FLOYD TROY V	2020 NORTH B ST	Pensacola	FL	32501
132	FOUNTAIN EASELL EST OF	999 CENTRAL AVE	Plainfield	NJ	7060
133	FOX ONIE C & CLEOVA M	1201 W JORDAN ST	Pensacola	FL	32501
134	FOX RIDGE LLC	3422 BARRANCAS AVE	Pensacola	FL	32507
135	FOXWORTH PATRICIA ANN	1000 W SCOTT ST	Pensacola	FL	32501
136	FULLER THANE C	3225 LOGAN DR	Pensacola	FL	32503
137	GAINES ANNIE P	1031 WEBSTER DR	Pensacola	FL	32505
138	GHEE BILLY F	PO BOX 268	Monroeville	AL	36461
139	GILMORE LESLIE E	620 W HERNANDEZ ST	Pensacola	FL	32501
140	GOLSTON CLINTON C JR &	2201 NORTH G ST	Pensacola	FL	32501
141	GRANDISON JASMINE	771 ROSA PARKS CIR	Pensacola	FL	32501
142	GRANT CATHERINE	4340 W MAYPOLE AVE	Chicago	IL	60624

	A	B	C	D	E
143	GRAY JOHN EST OF	5935 CREEK SIDE CIR	Pensacola	FL	32504
144	GREEN WILLIE R &	6909 RABURN RD	Pensacola	FL	32526
145	GRICE ETHEL D	1225 W BOBE ST	Pensacola	FL	32501
146	GRIFFIN BRAXTON D	1102 W HATTON ST	Pensacola	FL	32501
147	GRIFFIN HAROLD JR	2056 HAMILTON CROSSING DR	Cantonment	FL	32533
148	GRIFFIN JOHN A &	1254 LOWNDE AVE	Pensacola	FL	32507
149	GRIGSBY JAMES H & MARY E	5177 SIJAN CT	Jb Andrews	MD	20762
150	GULF & SOUTHERN CORPORATION	405 EDGEWOOD DR	Meadville	PA	16335
151	H T LAND COMPANY	2001 COMMERCE # 200	Houston	TX	77002
152	HALE ARTHUR J &	2601 N H ST	Pensacola	FL	32501
153	HALE MARY E EST OF	1100 W BOBE ST	Pensacola	FL	32501
154	HALE TERRY	2323 NORTH E ST	Pensacola	FL	32501
155	HALE WILLIE ARTHUR &	2323 N E ST	Pensacola	FL	32501
156	HALL ARRETHA	600 W HERNANDEZ ST	Pensacola	FL	32501
157	HALL GWENDOLYN	2915 N HOLLYWOOD AVE	Pensacola	FL	32505
158	HALL JARED WADE &	751 W JORDAN ST	Pensacola	FL	32501
159	HALL RUTELIA	721 W JORDAN ST	Pensacola	FL	32501
160	HANKINS FRANK	10431 ST JAMES AVE	South Gate	CA	90280
161	HARDAWAY EVA B EST OF	4611 SAINT NAZAIRE RD	Pensacola	FL	32505
162	HARDY JOSEPHINE	818 W CROSS ST	Pensacola	FL	32501
163	HARPER DARRELL	534 SHILOH DR	Pensacola	FL	32503
164	HARPER DARRELL D	1210 W YONGE ST	Pensacola	FL	32501
165	HARRELL MATTIE P	1707 N GARY AVE	Pensacola	FL	32505
166	HARRIS AMANDA	2504 NORTH L ST	Pensacola	FL	32501
167	HARRIS EMMA EST OF	1004 W CROSS ST	Pensacola	FL	32501
168	HARRIS ZULLA BELL EST OF	2006 N BARCELONA ST	Pensacola	FL	32501
169	HARTLEY ANNIE MAE	1214 W YONGE ST	Pensacola	FL	32501
170	HARTLEY LARRY DONTE	2525 NORTH Z ST	Pensacola	FL	32505
171	HARTY QUINTELLA BOYKINS	3764 TANGLEWILDE #11	Houston	TX	77063
172	HARVESTERS FEDERAL CREDIT UNION	PO BOX 5	Cantonment	FL	32533
173	HARVEY ANN MCCREE &	2005 TUJAQUES PLACE	Pensacola	FL	32505

	A	B	C	D	E
174	HAWTHORNE MINNIE LEE	1009 W HATTON ST	Pensacola	FL	32501
175	HAYES CAESAR	2510 NORTH G ST	Pensacola	FL	32501
176	HAYES GEORGE SR TRUSTEE &	1419 ELLIOTT ST	Pensacola	FL	32534
177	HAYNIE LADONNA MARIA	412 W HERNANDEZ ST	Pensacola	FL	32501
178	HAYNIE SARA LEE LIFE EST	410 W HERNANDEZ ST	Pensacola	FL	32501
179	HAZZARD BRITTANY	1003-A W YONGE ST	Pensacola	FL	32501
180	HEDGER LYNADIA	2612 NORTH D ST	Pensacola	FL	32501
181	HICKS DUANE	PO BOX 1055	Gulf Breeze	FL	32562
182	HICKS VICTORIA	2556 N D ST	Pensacola	FL	32501
183	HINES CONNIE A	811 W HERNANDEZ ST	Pensacola	FL	32501
184	HIRTH ROGER & TERESA L	2930 INVERNESS PLACE	Pensacola	FL	32503
185	HIXON HOME OPERATIONS LLC	2300 WHALEY AVE	Pensacola	FL	32503
186	HMF FL E LLC TESCO CUSTODIAN	225 S WESTMONTE DR STE 3050	Altamonte Springs	FL	32714
187	HOBDY CYNTHIA JANE	2307 N SPRING ST	Pensacola	FL	32501
188	HOCUTT CATHERINE ANN	710 W LAKEVIEW AVE	Pensacola	FL	32501
189	HOFFMAN ALLAN W	PO BOX 400	Montrose	AL	36659
190	HOLLEY ELEANOR G MENGES	2170 N BARCELONA ST	Pensacola	FL	32501
191	HOLY TRINITY GOSPEL CHURCH INC	3208 FRESNO AVE	Pensacola	FL	32526
192	HOUSE ERMA J LEE &	931 W CROSS ST	Pensacola	FL	32501
193	HOUSE OF GOD THE	2851 N E ST	Pensacola	FL	32501
194	HOWARD ANDREW JR	10537 SIDNEY ST	El Paso	TX	79924
195	HUDSON CHARLES A	112 COLLEGE DR	Brewton	AL	36426
196	HUFF COSTON JR & FRANKIE L	1230 W YONGE ST	Pensacola	FL	32501
197	HUFF FRANKIE LEE &	1230 WEST YONGE ST	Pensacola	FL	32501
198	HUFF MAGGIE	2544 NORTH D ST	Pensacola	FL	32501
199	HUGHLEY JANET D	107 EAST 126TH ST APT 8H	New York	NY	10035
200	HUNTER ALEXANDER	4302 WILD PLUM CT	Austin	TX	78731
201	HUNTER BESSIE MAE	2310 NORTH G ST	Pensacola	FL	32501
202	HUNTER BOBBY & SABRINA	3080 CREOLE WAY	Pensacola	FL	32526
203	IRBY ROY	1007 W CROSS ST	Pensacola	FL	32501

	A	B	C	D	E
204	JACKSON BARBARA J	610 SPENCER AVE	Pensacola	FL	32514
205	JACKSON BRITTANY EMILE &	117 E JORDAN ST	Pensacola	FL	32503
206	JAMES DELICIA M	1213 W YONGE ST	Pensacola	FL	32501
207	JAMES RALPH D	701 W JORDAN ST RD	Pensacola	FL	32501
208	JAQUISH DAN	5720 NORTH W ST	Pensacola	FL	32505
209	JARRELL GEORGE &	790 ROSA PARKS CIR	Pensacola	FL	32501
210	JAX ATLANTIC LLC TRUSTEE FOR	2500 E HALLANDLE BEACH PH 1	Halndle Bch	FL	33009
211	JENNINGS RALPH S EST OF	1220 BARCIA DR	Pensacola	FL	32503
212	JERRALDS VIDA M	640 W HERNANDEZ ST	Pensacola	FL	32501
213	JOHNSON CLAUSELL	1007 SEARIES RD	Toledo	OH	43607
214	JOHNSON DAWN	820 W LAKEVIEW AVE	Pensacola	FL	32501
215	JOHNSON ERIKKA	762 ROSA PARKS CIR	Pensacola	FL	32501
216	JOHNSON JACQUELINE DENISE	900B W HATTON ST	Pensacola	FL	32501
217	JOHNSON LESLIE 1/2 INT	125 BERKLEY DR	Pensacola	FL	32503
218	JOHNSON ROSA	1013 W MAXWELL ST	Pensacola	FL	32501
219	JOHNSON TAMEKIA VIRGINIA	904 W JORDAN ST	Pensacola	FL	32501
220	JOHNSON TOMMY LEE	4157 ROCKY LEDGE WAY	Snellville	GA	30039
221	JONES CARLOS &	2104 NORTH F ST	Pensacola	FL	32501
222	JONES CASSANDRA	2630 N D ST	Pensacola	FL	32501
223	JONES FELECIA	4590 YACHT HARBOUR DR	Pensacola	FL	32514
224	JONES HOSEA JR	7925 HOBART AVE	Pensacola	FL	32534
225	JONES MARY K	1618 W SMITHFIELD RD	Dolomite	AL	35061
226	JONES NATHALIA	2600 NORTH F ST	Pensacola	FL	32501
227	JONES ROBERT L	1344 MAYHAW DR	Baton Rouge	LA	70807
228	JONES VERA I &	1185 FREEBOARD BLVD	Pensacola	FL	32507
229	KETHA REAL ESTATE ENTERPRISE LLC	2925 SKYWAY CIR N	Irving	TX	75038
230	KIMBROUGH BARBARA	841 W MAXWELL ST	Pensacola	FL	32501
231	KIMBROUGH MICHELLE &	1008 W BOBE ST	Pensacola	FL	32501
232	KING MEGAN K &	606 W LAKEVIEW AVE	Pensacola	FL	32501
233	KNIGHT DAVID	2620 NORTH E ST	Pensacola	FL	32501
234	KNIGHT ETHEL R LIFE EST	811 W LAKEVIEW AVE	Pensacola	FL	32501

	A	B	C	D	E
235	KNIGHT REGINALD	2642 NORTH D ST	Pensacola	FL	32501
236	KNIGHT THOMAS	835 W MORENO ST	Pensacola	FL	32501
237	KNIGHT WILLIE	113 W MADISON DR	Pensacola	FL	32505
238	KNIGHT WILLIE JOHN	113 W MADISON DR	Pensacola	FL	32505
239	LAKEVIEW CENTER INC	1221 W LAKEVIEW AVE	Pensacola	FL	32501
240	LAWTON JUDITH A	6996 FORSHALEE DR	Pensacola	FL	32503
241	LAYTON BRUCE	1700 E FISHER ST	Pensacola	FL	32503
242	LEE ANDREW B	938 W CROSS ST	Pensacola	FL	32501
243	LEE LORETTA M	207 BERKLEY DR	Pensacola	FL	32503
244	LEONARD STREET PROPERTIES INC	PO BOX 2100	Pensacola	FL	32513
245	LETT OLA MAE	1324 E BOBE ST	Pensacola	FL	32501
246	LEWANDOWSKI LINDA D NELSON	278 ST PATRICK AVE	Pensacola	FL	32503
247	LEWIS BILLY W	2201 N F ST	Pensacola	FL	32501
248	LEWIS BILLY W	2201 NORTH F ST	Pensacola	FL	32501
249	LEWIS GARY L &	2101 N F ST	Pensacola	FL	32501
250	LEWIS INEZ	924 W YONGE ST	Pensacola	FL	32501
251	LEWIS JACQUELINE D	1007 W MAXWELL ST	Pensacola	FL	32501
252	LEWIS JIM E	2201 NORTH F ST	Pensacola	FL	32501
253	LEWIS ROBERT A	2410 NORTH E ST	Pensacola	FL	32501
254	LEWIS VICTOR T	2218 NORTH F ST	Pensacola	FL	32501
255	LIGGETT BRYANT	1414 N BARCELONA ST	Pensacola	FL	32501
256	LOCKE CELLESTINE	1224 W MAXWELL ST	Pensacola	FL	32501
257	LOW MARION	1007 W HATTON ST	Pensacola	FL	32501
258	LOWER ALABAMA HOLDINGS LLC	1406 N DALE MABRY HWY STE 300	Tampa	FL	33607
259	LYONS GWENDOLYN D &	740 W JORDAN ST	Pensacola	FL	32501
260	MADISON ELIZABETH G 1/3 INT	926 W YONGE ST	Pensacola	FL	32501
261	MARSH RUBY NELL EST OF	1203 W CROSS ST	Pensacola	FL	32501
262	MARTIN SKIP	1 47TH GULF	Marathon	FL	33050
263	MCAROY OSCAR EST OF	9843 KNOLLVIEW DR	Pensacola	FL	32514

	A	B	C	D	E
264	MCCALL CAPUS I &	1707 E ANDERSON ST	Pensacola	FL	32503
265	MCCANTS CLEVE	730 W JORDAN ST	Pensacola	FL	32501
266	MCCANTS JOSH A	2211 NORTH D ST	Pensacola	FL	32501
267	MCCASTLE JOHN A	801 W SCOTT ST	Pensacola	FL	32501
268	MCCOOL YVONNE SUZETTE	2260 NORTH F ST	Pensacola	FL	32501
269	MCCORVEY BEVERLY 50% INT	827 W COLDEN AVE # 5	Los Angeles	CA	90043
270	MCCORVEY MARGIE P	201 W SCOTT ST	Pensacola	FL	32501
271	MCCORVEY ROOSEVELT &	11807 S VAN NESS AVE	Hawthorne	CA	90250
272	MCCORVEY WILLIE F &	201 W SCOTT ST	Pensacola	FL	32501
273	MCCREARY AYSIA	763 ROSA PARKS CIR	Pensacola	FL	32501
274	MCCREARY NATHORNA	900-A W HATTON ST	Pensacola	FL	32501
275	MCDANIEL GRANT JOSEPH	2400 MAGAZINE ST APT 8	New Orleans	LA	70130
276	MCGRUDER JASON T	1007 WEST BOBE ST	Pensacola	FL	32501
277	MCGRUDER TIFFANY L	778 ROSA PARKS CIR	Pensacola	FL	32501
278	MCGUYRE KASEY	2315 N SPRING ST	Pensacola	FL	32501
279	MCKILLION ROBERT E JR	6094 CEDARTOWN RD LT A	Molino	FL	32577
280	MCKILLION ROBERT E JR &	6094 CEDARTOWN RD LT A	Molino	FL	32577
281	MELVIN LAURINE E BENNETT	945 GRANT RD	Titusville	FL	32780
282	MIDDLETON BILLY JEAN	1003 W YONGE ST	Pensacola	FL	32501
283	MIDDLETON LOUISE EST OF	1226 W JORDAN ST	Pensacola	FL	32501
284	MILHOUSE OTIS J &	4010 N 8TH AVE	Pensacola	FL	32503
285	MILNER LEE A EST OF	19900 BUTTERNUT LANE	Southfield	MI	48076
286	MINSHEW DON K	438 BAYFRONT PKWY	Pensacola	FL	32502
287	MIRANDA JOSE FRANSISCO	315 W MAXWELL ST	Pensacola	FL	32502
288	MITCHELL CASSANDRA RENEE	2319 N SPRING ST	Pensacola	FL	32501
289	MONEYHUN CLAUDIA MAE &	5015 CHALLENGER WAY	Pensacola	FL	32507
290	MONROE DAISY	2410 N SPRING ST	Pensacola	FL	32501
291	MONROE LILLIAN EST OF	2619 NORTH G ST	Pensacola	FL	32501
292	MOORER GEORGE L &	2225 VALLE ESCONDIDO DR	Pensacola	FL	32526
293	MOORER MORRIS	106 W YONGE ST	Pensacola	FL	32501
294	MORALES MARTA	2504 NORTH D ST	Pensacola	FL	32501
295	MORGAN LINDSEY	2001 NORTH B ST	Pensacola	FL	32501
296	MOSLEY JAMES JR &	2510 NORTH D ST	Pensacola	FL	32501

	A	B	C	D	E
297	MOULTRIE JAMES	300 FERN POINTE LN	Pensacola	FL	32505
298	MOULTRY JOHNNIE TRUSTEE FOR	2108 NORTH G ST	Pensacola	FL	32501
299	MT MORIAH AMF ZION CHURCH	1211 W LARUA ST	Pensacola	FL	32501
300	NEW JERUSALEM BAPTIST CHURCH	1011 W JORDAN ST	Pensacola	FL	32501
301	NEWBOLD HARRY	2344 SILVERSIDES LOOP	Pensacola	FL	32526
302	NGO NHU Y	3233 NOTRE DAME DR	Gulf Breeze	FL	32563
303	NGUYEN VIET	2023 E YONGE ST	Pensacola	FL	32503
304	NICHOLS DEBORAH	6141 ARBUTUS DR	Pensacola	FL	32504
305	NICKERSON CLINTON JR & DIANA Y	2201 NORTH D ST	Pensacola	FL	32501
306	NIKKI DOTTER HOMES LLC	1906 MAGNOLIA AVE	Pensacola	FL	32503
307	NOMANBHOY FAMILY LIMITED PARTN	11254 MT CREST PLACE	Cupertino	CA	95014
308	NORTH HILL PROPERTIES LLC	1020 N REUS ST	Pensacola	FL	32501
309	ODOM EDDIE M	709 VENDEE LN	Pensacola	FL	32505
310	ODOM HAROLD E EST OF	1004 W JORDAN ST	Pensacola	FL	32501
311	ODOMS JACQUELINE 1/6 INT &	420 FAIRFAX DR	Pensacola	FL	32503
312	OUELLETTE MICHELLE K	750 W JORDAN ST	Pensacola	FL	32501
313	OWEN BRETT	15 GLYNQUIST AVE	Pensacola	FL	32526
314	PALMER HAROLD	2701 BAYVIEW WAY	Pensacola	FL	32503
315	PAYNE CATHY JERNIGAN &	1258 TATE RD	Cantonment	FL	32533
316	PENSACOLA CITY OF	PO BOX 12910	Pensacola	FL	32521
317	PENSACOLA HABITAT FOR HUMANITY INC	PO BOX 13204	Pensacola	FL	32591
318	PENSACOLA POB INC	1717 NORTH E ST	Pensacola	FL	32501
319	PIERRE WELLON JR	3449 FRENCHMEN ST	New Orleans	LA	70122
320	PINKERTON CHRISTOPHER L	PO BOX 6373	Pensacola	FL	32503
321	POINDEXTER JAMES & CYNTHIA	1014 W MAXWELL ST	Pensacola	FL	32501

	A	B	C	D	E
322	POLK MALCOLM & HATTIE	801 W CROSS ST	Pensacola	FL	32501
323	POOLE LANE E	610 W HERNANDEZ ST	Pensacola	FL	32501
324	PORTER KIERRA	1002 W HATTON	Pensacola	FL	32501
325	PORTUGAL ROGELIO & MIRIAM	6419 BELLVIEW PINES PL	Pensacola	FL	32526
326	POSTON JOSEPH	5440 COVENTRY AVE	Pensacola	FL	32526
327	POTTER SANTORIA	1003-B W YONGE ST	Pensacola	FL	32501
328	POWELL ANGEL ALLISON	2308 N SPRING ST	Pensacola	FL	32501
329	PRESLEY EARL E & LOLA	1010 NORTH M ST	Pensacola	FL	32501
330	PRIM DEBORAH A P &	661 W MALLORY ST	Pensacola	FL	32501
331	PUGH MYRTLE E	1261 CHEYENNE CIR	Pensacola	FL	32505
332	PUGH RAYMOND	411 W HERNANDEZ ST	Pensacola	FL	32501
333	PULLUM LAURA	803 1/2 W CROSS ST	Pensacola	FL	32501
334	QADER MAHER RASEM ABDEL	7415 NORTHPOINTE BLVD	Pensacola	FL	32514
335	QUEST TRUST COMPANY FBO	17171 PARK ROW STE 100	Houston	TX	77084
336	RAILEY TEDDY B	LOT 90 101 VETERANS PKWY	Opelika	AL	36801
337	RAITEN JOSEPH M	8017 CAYENNE WAY	Pensacola	FL	32526
338	RAND MICHELLE	2606 NORTH D ST	Pensacola	FL	32501
339	RANDOLPH WILLIAM & TOMMIE N	PO BOX 17495	Pensacola	FL	32522
340	RAYFORD PATRICE D &	2220 NORTH F ST	Pensacola	FL	32501
341	REASE WILLIE M JR	711 WOODLAND DR	Pensacola	FL	32503
342	REESE REGILAND H EST OF	919 W JORDAN ST	Pensacola	FL	32501
343	REYNOLDS ELLA MAE	936 W CROSS ST	Pensacola	FL	32501
344	REYNOLDS STELLA MAE	2411 N E ST	Pensacola	FL	32501
345	RHODEN ARINA	810 W JORDAN ST	Pensacola	FL	32501
346	RIAM ENTERPRISES LLC	#115 477 BAYOU BLVD	Pensacola	FL	32503
347	RICH DANNIE	1110 A W BELMONT ST	Pensacola	FL	32501
348	RICH RUTH M &	1100 W HERNANDEZ ST	Pensacola	FL	32501
349	RICHARDSON DERICK	1125 W SCOTT ST	Pensacola	FL	32501
350	RICHARDSON MOSLEY CHEA	801 W JORDAN ST	Pensacola	FL	32501
351	RICHARDSON TANYA R	2600 NORTH D ST	Pensacola	FL	32501
352	RILEY NADINE	754 ROSA PARKS CIR	Pensacola	FL	32501

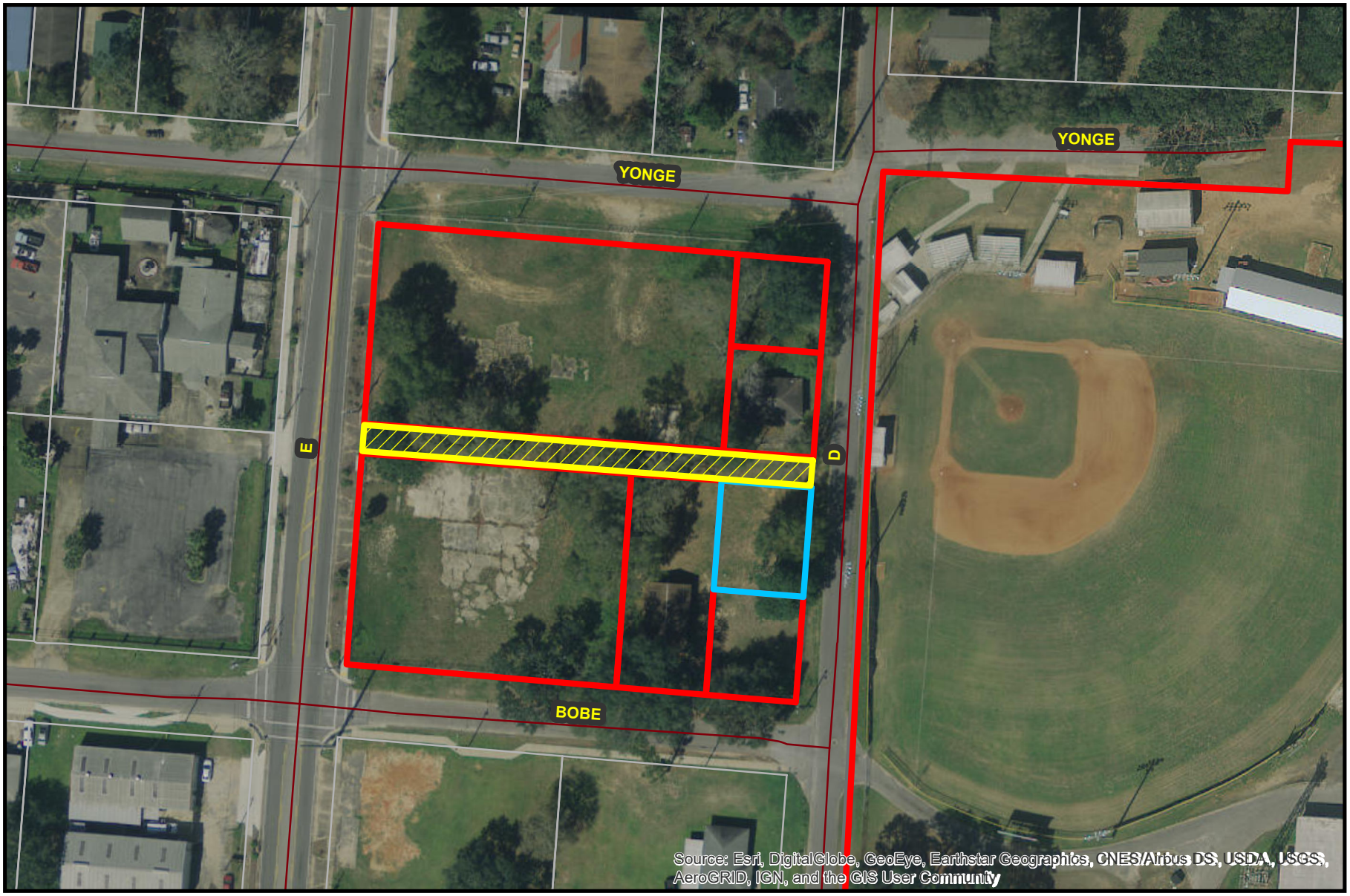
	A	B	C	D	E
353	ROBERSON W J II REVOCABLE TRUST	835 S OSPREY AVE APT 403	Sarasota	FL	34236
354	ROBINSON BERNICE	2309 N SPRING ST	Pensacola	FL	32501
355	ROBINSON JUDGE T SR &	PO BOX 470965	Lake Monroe	FL	32747
356	ROBINSON MAURICE	802 W FISHER ST	Pensacola	FL	32501
357	ROSS GRACE ALINE WYNDER	2110 NORTH A ST	Pensacola	FL	32501
358	RUDOLPH ROSIE L	1101 W CROSS ST	Pensacola	FL	32501
359	RUFFIN SAVADA	601 W HERNANDEZ ST	Pensacola	FL	32501
360	SA JOAO	480 MCROBERTS AVE	Toronto	ON MSE4R4	
361	SALTER KASCHONDRA	766 ROSA PARKS CIR	Pensacola	FL	32501
362	SAMUEL DOROTHY D	2720 NORTH E ST	Pensacola	FL	32501
363	SANDERS GLENN W	245 DAVISON ST	Pensacola	FL	32505
364	SANFORD EARNEST LOUCHIS	2454 NORTH G ST	Pensacola	FL	32501
365	SCHOOL BOARD OF ESC COUNTY	75 N PACE BLVD	Pensacola	FL	32505
366	SCOTT ELAINE WEISS	8772 REDFISH POINT RD	Lillian	AL	36549
367	SCOTT HENRY JR &	917 W SCOTT ST	Pensacola	FL	32501
368	SCOTT INEZ S	915 W SCOTT ST	Pensacola	FL	32501
369	SEABROOK CLARA LOCKE 1/4 INT	115 KING WILLIAM CT	Fayetteville	GA	30214
370	SELLERS JASMIN	2562 NORTH D ST	Pensacola	FL	32501
371	SHARAWAY HUSSEIN S	3550 HOME TOWN LN	Saint Cloud	FL	34769
372	SHOWERS ELIZABETH	710 W HERNANDEZ ST	Pensacola	FL	32501
373	SIGLER ANITA J LIFE EST	4177 FUTURA DR	Pensacola	FL	32504
374	SIMPSON HENRY	1011 W YONGE ST	Pensacola	FL	32501
375	SMITH BETTY F &	800 W HERNANDEZ ST	Pensacola	FL	32501
376	SMITH BRADFORD W	2509 NORTH E ST	Pensacola	FL	32501
377	SMITH CARMEN A	934 W CROSS ST	Pensacola	FL	32501
378	SMITH CLARENCE	2610 NORTH H ST	Pensacola	FL	32501
379	SMITH HELEN P	2609 NORTH F ST	Pensacola	FL	32501
380	SMITH JOE H	600 W JORDAN ST	Pensacola	FL	32501
381	SMITH LORENE FORNEY	1230 W BOBE ST	Pensacola	FL	32501

	A	B	C	D	E
382	SMITH MICHAEL C & GWENDOLYN F	1228 W BOBE ST	Pensacola	FL	32501
383	SMITH NORMA JEAN	1006 W BOBE ST	Pensacola	FL	32501
384	SMITH REUBEN	1003 W HATTON ST	Pensacola	FL	32501
385	SNOW LAKESHIA	2618 N D ST	Pensacola	FL	32501
386	SPENCER SHANTEL	758 ROSA PARKS CIR	Pensacola	FL	32501
387	ST LUKE CHURCH OF GOD	2510 N E ST	Pensacola	FL	32501
388	STALLWORTH BULAH L &	1205 ST JOSEPH AVE	Pensacola	FL	32501
389	STALLWORTH DEBBIE A	810 W HERNANDEZ ST	Pensacola	FL	32501
390	STALLWORTH MARY JEAN &	1201 W ST JOSEPHS ST	Pensacola	FL	32501
391	STEEN CASSANDRA ANN LIFE EST &	906 W MAXWELL ST	Pensacola	FL	32501
392	STEWART HELEN M &	2648 NORTH D ST	Pensacola	FL	32501
393	STOKES CLIFFORD	7480 ROLLINGHILLS RD	Pensacola	FL	32505
394	STUDSTILL PATTI C	40 ANDALUSIA RD	Cantonment	FL	32533
395	SUKHERA IRFAN H TRUSTEE FOR	4811 ROSEMONT CT	Pensacola	FL	32514
396	SWEENEY DAVID L	4024 E JOHNSON AVE	Pensacola	FL	32514
397	SYLVAS GLORIA B	611 W HERNANDEZ ST	Pensacola	FL	32501
398	TAYLOR RONALD W &	2362 HORSESHOE LOOP	Bonifay	FL	32425
399	TAYLOR TAKESIA	1120 W MAXWELL ST	Pensacola	FL	32501
400	THOMAS ELBERT JR &	1230 W MAXWELL ST	Pensacola	FL	32501
401	THOMAS ELBERT JR & AUGUNELL	918 W BOBE ST	Pensacola	FL	32501
402	THOMAS MARY THENE	1105 W JORDAN ST	Pensacola	FL	32501
403	THURMAN ELIZABETH	456 LARKSPUR DR	East Palo Alto	CA	94303
404	TILLMON JAMES B	1006 W JORDAN ST	Pensacola	FL	32501
405	TISDALE SYLVIA	6250 COLLEGE PKWY	Pensacola	FL	32504
406	TOLBERT EDDIE B & PAULINE S	800 W HATTON ST	Pensacola	FL	32501
407	TRAVIS IZELLE EST OF	1008 W YONGE ST	Pensacola	FL	32501
408	TRAVIS MICHAEL W 1/3 INT &	2615 NORTH G ST	Pensacola	FL	32501
409	TURNER HOZA	840 W HERNANDEZ ST	Pensacola	FL	32501
410	TWO 51 LLC	PO BOX 11693	Pensacola	FL	32524

	A	B	C	D	E
411	VINCE MICHAEL	941 ORANGE AVE #136	Coronado	CA	92118
412	WALKER ELLA MAE	1127 W MAXWELL ST	Pensacola	FL	32501
413	WALKER ERNEST C	1215 RULE ST	Pensacola	FL	32534
414	WALKER GEORGE EST OF	904 W HATTON ST	Pensacola	FL	32501
415	WALLER BEATRICE	2230 NORTH F ST	Pensacola	FL	32501
416	WALTRIP JASON	8 E STRONG ST	Pensacola	FL	32501
417	WARREN ARTHUR JR	2104 NORTH G ST	Pensacola	FL	32501
418	WARREN GONZALEZ & HATTIE	1003 W SCOTT ST	Pensacola	FL	32501
419	WARREN HATTIE &	1003 W SCOTT ST	Pensacola	FL	32501
420	WASHINGTON FLORENCE MARIE	302 TREE SHALLOW DR	Pensacola	FL	32503
421	WASHINGTON ZACQUELYN D	2419 NORTH E ST	Pensacola	FL	32501
422	WATKINS CHRISTOPHER A SUCCESSOR TRUSTEE FOR	702 FERDINAND DR	Pensacola	FL	32507
423	WATSON LEROY 1/2 INT	912 W JORDAN ST	Pensacola	FL	32501
424	WATTS PATRICIA	1005 W YONGE ST	Pensacola	FL	32501
425	WEAVER SHALEAH L	913 E LLOYD ST	Pensacola	FL	32503
426	WESLEY LONNIE D III	1014 DR MARTIN LUTHER KING JR DR	Pensacola	FL	32501
427	WESLEY WILLA	1860 E HATTON ST	Pensacola	FL	32503
428	WEST DEJOKTA J	115 N I ST APT B	Pensacola	FL	32502
429	WESTBROOKS YOLANDA	2003 NORTH A ST	Pensacola	FL	32501
430	WESTSIDE CHURCH OF GOD IN CHRIST	2313 N G ST	Pensacola	FL	32501
431	WHITE LAMETHA	2624 NORTH D ST	Pensacola	FL	32501
432	WHITE MATTIE F	1407 W CLIO DR	Pensacola	FL	32505
433	WHITE TAMIKA	4323 ROSEHILL RD APT 1	Garland	TX	75043
434	WILKINS ANGELA	2312 N SPRING ST	Pensacola	FL	32501
435	WILKINS TENCIE FOX	914 W JORDAN ST	Pensacola	FL	32501
436	WILKINS THELMA LEE	801 W LAKEVIEW AVE	Pensacola	FL	32501
437	WILLIAMS ALFONSO &	700 W YONGE ST	Pensacola	FL	32501
438	WILLIAMS ALPHONSO JR &	2415 NORTH E ST	Pensacola	FL	32501
439	WILLIAMS ANNIE PEARL	1228 W SCOTT ST	Pensacola	FL	32501

	A	B	C	D	E
440	WILLIAMS PANZOLA L &	804 W FISHER ST	Pensacola	FL	32501
441	WILLIAMS ROBERT LEE TRUSTEE FOR	2504 NORTH I ST	Pensacola	FL	32501
442	WILLIAMS VIOLA	2318 NORTH H ST	Pensacola	FL	32501
443	WINDER VI LLC	18305 BISCAYNE BLVD STE 400	Aventura	FL	33160
444	WINGATE JENNIFER LIFE EST	627 W GREGORY ST	Pensacola	FL	32502
445	WOLF DANA BENNETT	1915 NORTH A ST	Pensacola	FL	32501
446	WOLFORD JESSICA A &	602 W LAKEVIEW AVE	Pensacola	FL	32501
447	WOODS HARRIET &	2316 NORTH H ST	Pensacola	FL	32501
448	WRIGHT JADA	2636 N D ST	Pensacola	FL	32501
449	WRIGHT JOHNNY V 5/12 INT &	1205 W BOBE ST	Pensacola	FL	32501
450	WYCHE GLADYS R	961 W BOBE ST	Pensacola	FL	32501
451	YOUNG KEVIN L	1108 NORTH J ST	Pensacola	FL	32501
452	ZACCO ENTERPRISES INC	612 S 1ST ST APT 29	Pensacola	FL	32507
453	ZION HOPE PRIMITIVE BAPTIST CHURCH	201 W LEONARD ST	Pensacola	FL	32501

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

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:

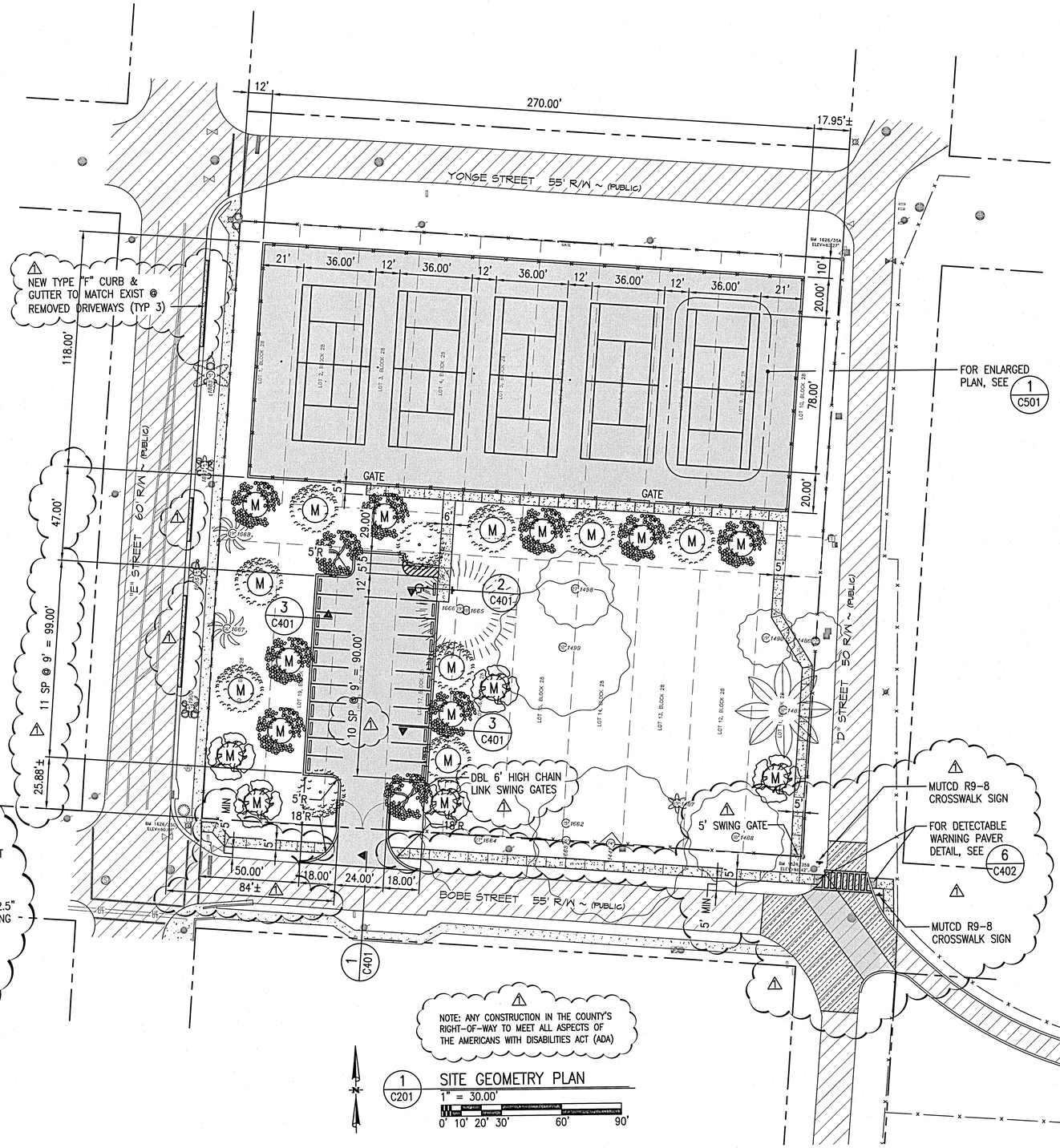
1. ALL REQUIRED TREES SHALL HAVE A TRUNK(S) THAT IS EXPECTED TO BE MAINTAINED IN A CLEAN CONDITION CLEAR OF LATERAL WOODY GROWTH OF FIVE (5) FEET OR GREATER.

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-18401 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 09/03/2020
Issue: 5:33 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:

5:33 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 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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

_____
Steven Barry, Chairman

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.

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.

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-18479 **Clerk & Comptroller's Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 09/03/2020
Issue: Recomendation Concerning Acceptance of the July 2020 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the July 31, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2020, as required by Ordinance Number 95-13. On July 31, 2020, the portfolio market value was $325,060,880 and portfolio earnings totaled $444,774 for the month. The short term portfolio achieved a yield of 0.85%. The long-term CORE portfolio achieved a yield of 0.23%.

Attachments

July 2020 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
July 31, 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
July 31, 2020

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value June 30, 2020	Market Value July 31, 2020
Bank Accounts	$27,224,234	$10,439,979
Local Government Investment Pools[1]	$121,580,922	$133,629,878
Local Government Investment Pools[2]	$25,394,644	$25,461,073
Certificates of Deposit	$62,243,228	$62,243,228
Money Market Mutual Fund	$407,323	$376,614
U.S. Treasury Bond/Notes	$61,710,382	$57,007,608
Federal Agency Bond/Note	$9,719,336	$12,927,602
Municipal Bonds	$77,234	$771,306
Asset-Backed Securities (ABS)	$896,362	$2,228,410
Corporate Notes	$20,294,491	$19,975,182
Total Portfolio Assets:	**$329,548,157**	**$325,060,880**
Current Month Earnings:	**$353,411**	**$444,774**
Fiscal Year to Date Earnings:	**$4,490,533**	**$4,935,308**

[1] FL PRIME, FLCLASS, FL-FIT
[2] FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	June 30, 2020	July 31, 2020
Market Value	**$236,443,028**	**$231,774,158**
Short Term Portfolio Yield:[3]	**0.97%**	**0.85%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.33%	0.28%
Fiscal YTD Earnings:	**$3,160,531**	**$3,361,741**

LONG TERM CORE PORTFOLIO:	June 30, 2020	July 31, 2020
Market Value	**$93,105,129**	**$93,286,722**
CORE Portfolio Yield to Maturity at Market:	**0.27%**	**0.23%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.17%	0.13%
CORE Portfolio Total Return:	**0.08%**	**0.14%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.03%	0.10%
Effective Duration (Years)	**1.77**	**1.82**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.82	1.81
Fiscal YTD Earnings:	**$1,330,002**	**$1,573,567**

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
July 31, 2020

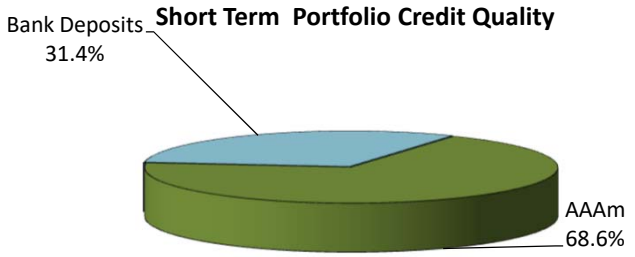
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 10,439,979	4.5%
Certificates of Deposit	62,243,228	26.9%
Local Government Investment Pools*	133,629,878	57.7%
Local Government Investment Pools**	25,461,073	11.0%
Total Short Term Portfolio Assets:	**$ 231,774,158**	100.0%

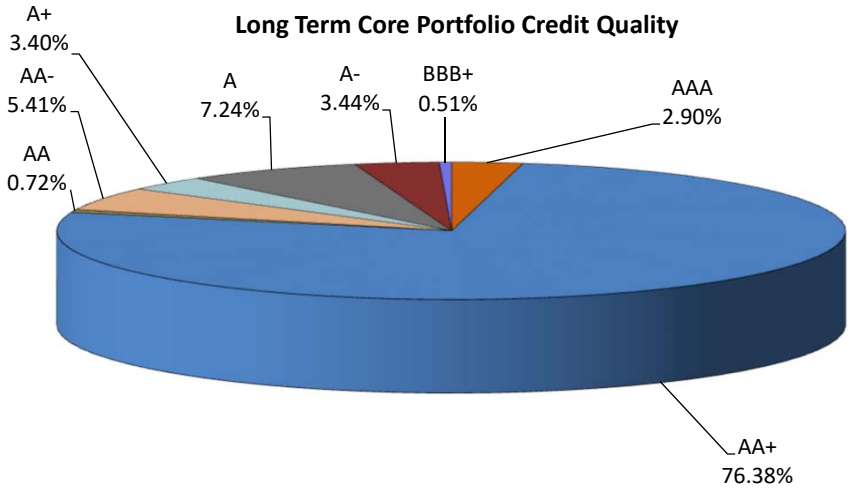
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 57,007,608	61.1%
Federal Agency Bond / Note	12,927,602	13.9%
Corporate Note	19,975,182	21.4%
Municipal Bonds	771,306	0.8%
Asset-Backed Securities (ABS)	2,228,410	2.4%
Money Market Mutual Fund - Federated Government	376,614	0.4%
Total Long Term Core Portfolio Assets:	**$ 93,286,722**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
July 31, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	57,007,608	17.5%	100%	Yes
Federal Instrumentalities	12,927,602	4.0%	50%	Yes
Local Government Investment Pools	159,090,951	48.9%	75%	Yes
Certificates of Deposit	62,243,228	19.1%	50%	Yes
Corporate Notes	19,975,182	6.1%	25%	Yes
State and/or Local Government Debit	771,306	0.24%	25%	Yes
Asset-Backed Securities (ABS)	2,228,410	0.7%	25%	Yes
Bank Accounts - Bank of America	10,439,979	3.21%	100%	Yes
Money Market Mutual Fund	376,614	0.1%	50%	Yes
Total Investment Holdings	**325,060,880**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	553,380	0.2%	5%	Yes
Amazon.com INC	366,508	0.1%	5%	Yes
American Honda Finance	669,139	0.2%	5%	Yes
Apple Inc. Corporate Notes	1,032,999	0.3%	5%	Yes
Bank of America Co	480,548	0.1%	5%	Yes
Bank Accounts - Bank of America	10,439,979	3.2%	100%	Yes
BBVA	26,041,941	8.0%	15%	Yes
BMW Vehicle Owner Trust	195,140	0.1%	5%	Yes
Centennial Bank	5,135,227	1.6%	15%	Yes
Carmax Auto Owner Trust	295,931	0.1%	5%	Yes
Caterpillar Inc	421,709	0.1%	5%	Yes
Chevron Corporation Corp Notes	666,988	0.2%	5%	Yes
Cisco Systems Inc.	2,030,508	0.6%	5%	Yes
Citigroup INC	477,206	0.1%	5%	Yes
Coca-Cola Company	335,890	0.1%	5%	Yes
Deere & Company	1,037,520	0.3%	5%	Yes
Fannie Mae	4,137,392	1.3%	5%	Yes
Fidelity Institutional Government MMF	376,614	0.12%	25%	Yes
FLCLASS	5,332,176	1.6%	50%	Yes
FL-FIT	15,237,142	4.7%	50%	Yes
Florida Prime (SBA)	113,060,559	34.8%	50%	Yes
Florida Local Government Investment Trust	25,461,073	7.8%	50%	Yes
Freddie Mac	8,790,209	2.7%	25%	Yes
Hancock Bank	5,153,620	1.6%	15%	Yes
Honeywell International	764,757	0.2%	5%	Yes
Hyundai Auto Receivables	305,159	0.1%	5%	Yes
IBM CORP	1,006,989	0.3%	5%	Yes
Intel Corporation	1,034,563	0.3%	5%	Yes
John Deere Owner Trust	200,111	0.1%	5%	Yes
JP Morgan Chase Corporate Notes	1,011,293	0.3%	5%	Yes
Mastercard	764,976	0.2%	5%	Yes
Merck & CO Inc	780,303	0.2%	5%	Yes
Microsoft Corporate Notes	515,114	0.2%	5%	Yes
National Rural Utilities Co Finance Corp	377,670	0.1%	5%	Yes
New York State Urban Development Corp	280,000	0.1%	5%	Yes
Nissan Auto Receivables	180,137	0.1%	5%	Yes
NY & NJ Port Auth	263,736	0.1%	5%	Yes
Oracle Corp	1,034,486	0.3%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
July 31, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Paccar Financial Corp	140,631	0.0%	**5%**	**Yes**
Proctor & Gamble Co	686,244	0.2%	**5%**	**Yes**
Servisfirst Bank	25,912,441	8.0%	**15%**	**Yes**
State of Connecticut	77,301	0.0%	**5%**	**Yes**
State Street Corporation	1,001,139	0.3%	**5%**	**Yes**
Tampa Water & Wastewater	150,269	0.0%	**5%**	**Yes**
The Bank of New York Mellon Corporation	451,094	0.1%	**5%**	**Yes**
The Walt Disney Corporation	515,950	0.2%	**5%**	**Yes**
Toyota Motor Corp	1,673,333	0.5%	**5%**	**Yes**
United Parcel Service Inc.	516,520	0.2%	**5%**	**Yes**
United States Treasury Securities	57,007,608	17.5%	**100%**	**Yes**
Visa Inc	679,659	0.2%	**5%**	**Yes**
Total Investment Holdings	**325,060,880**	**100.0%**		

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-18503 **Clerk & Comptroller's Report 11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 09/03/2020
Issue: Acceptance of a Document for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the Residential Rehab Grant Program Cancellation of Lien between the Escambia County Board of County Commissioners and Wanda Woods and Freddie L. Woods for 6214 Vicksburg Drive, Pensacola, FL, 32503, recorded in Official Records Book 8356, Page 1154, as the indebtedness has been paid in full.

Attachments

Canceled Lien and backup

Board of County Commissioners • Escambia County, Florida

Clara Long, Director
Neighborhood & Human Services Department

MEMORANDUM

TO: Delana Busbee, Administrative Specialist, Clerk of Clerk

FROM: Sherry Duffey, Development Program Manager
Community Redevelopment Agency

DATE: August 24, 2020

RE: Cancellation of Lien – Escambia County Community Redevelopment Agency Residential Rehab Grant Program, Wanda Woods and Freddie L. Woods, 6214 Vicksburg Drive, Pensacola, FL 32503

The attached Lien Agreement must be executed as the indebtedness has been paid in full.

Please cancel the attached Lien Agreement **recorded in Book 8247, Pages 8 in the amount of $3,486**.

Once the Lien Agreement has been executed, please record the cancellation in the public records and charge the recording fee to **CRA Escrow Acct#13302151**. Please return a copy of the cancelled Lien for our files.

As always, your assistance is greatly appreciated. Should there be questions, please do not hesitate to call me at 595-1673.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020070228 8/25/2020 2:05 PM
OFF REC BK: 8356 PG: 1154 Doc Type: ROL
Recording $10.00

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 **$3,486** executed by **Wanda Woods and Freddie L. Woods**, and recorded in Official Record Book **8247** at page **8** 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
SEAL
By: _____
Deputy Clerk

Date Executed: 8/25/2020

BCC Approved: N/A

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/20/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020013433 2/14/2020 9:03 AM
OFF REC BK: 8247 PG: 8 Doc Type: L
Recording $18.50

1/7/2020 CARII-5

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Verified By: VKirshner
Date: 1/14/2020

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Wanda Woods and Freddie L. Woods Unmarried Joint Tenants	**6214 Vicksburg Drive Pensacola, FL 32503**	**28-1S-30-4200-110-005**

Total Amount of Lien **$3,486**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Wanda Woods, Property Owner

Freddie L. Woods, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Wanda Woods, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp 8-2025 as identification.

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Freddie L. Woods, Property Owner. She (__) is personally known to me or (✓) has produced FLDL exp. 6-14-25 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 1/14/2020

BCC Approved: 1/7/2020

Approved as to form and legal sufficiency.
By/Title:
Date: 11/19/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

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

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

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

3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of $2,475, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

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

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

(Continued on Page 14)

AI-18504 **Clerk & Comptroller's Report 11. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 09/03/2020
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held August 20, 2020; and

B. Approve the Minutes of the Regular Board Meeting held August 20, 2020.

Attachments

20200820 Gary Sansing Public Forum Report
20200820 Regular BCC Meeting Minutes

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

AUGUST 20, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Lumon J. May, District 3
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 8:35 a.m.

2. Speakers

   The Board heard comments from the following individuals:

   Alysia Pittman
   Mike Lowery
   Larry Downs, Jr.

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 8:51 a.m.

FOR INFORMATION: The Board discussed looking into costs to provide insurance for contracted transportation providers and the budget for the Transportation Disadvantaged Program.

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

AUGUST 20, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Lumon J. May, District 3
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2

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

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 9:04 a.m.

2. Invocation

   The Board observed a moment of silence.

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 Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

5. Commissioners' Forum:

   A. District 3 – Commissioner May provided comments;

   B. District 4 – Commissioner Bender provided comments; and

   C. District 5 – Commissioner Barry provided comments.

FOR INFORMATION: Commissioner Bender introduced Deanna Oleske, the recommended new District 1 Medical Examiner, who provided comments, and Eric Gilmore, Emergency Manager, provided information regarding Tropical Depression 13.

6. Presentation – Certificates of Appreciation to the Board of County Commissioners, by Arnetha Welcome, Gulf Coast Veterans Advocacy Council.

Disposition: No action taken; Commissioner Barry advised that this item was dropped.

7. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 17 – August 21, 2020,* as published in the *Pensacola News Journal* on August 15, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's minutes, the Tourist Development Tax (TDT) Collections Data for the June 2020 returns received in the month of July 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2020; total collections for the month of June 2020 returns was $1,587,703.74; this is a 17.34% decrease from June 2019 returns; total collections year to date are 22.89% less than the comparable time frame in Fiscal Year 2019.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

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

   A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held August 6, 2020; and

   B. Approve the Minutes of the Regular Board Meeting held August 6, 2020.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

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

I. FOR ACTION

1. Recommendation: That the Board take the following action concerning recording of Belmont Downs (a 48-lot public residential subdivision) located in the Ensley Community, lying south of E. Nine Mile Road (U.S. Alternate Highway 90) and west off Chemstrand Road. Owned and developed by Breland Homes Coastal, 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 “Polo Terrace” and “Derby Lane”;

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

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

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the Request for Disposition of Property for the Animal Services Department, 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: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

2. Recommendation: That the Board approve the Request for Disposition of Property Form for the Office of Purchasing, for the property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Division and reason stated.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Recommendation: That the Board review and accept the appointment of Steven T. Harrell, Director of Workforce Education for Escambia County School District, as the Education Representative to replace Charlin Knight, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and will have a two-year term until August 22, 2022, for this area of representation to the Board.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

4. Recommendation: That the Board take the following action concerning a 10-year Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and the City of Pensacola for the maintenance cost of the radio core which supports the two-way radio systems for each entity, including the University of West Florida (separate agenda item). Each entity agrees to pay its fair share of the annual recurring maintenance and system upgrade fees as follows:

Entity	Amount	Share
Santa Rosa County	$118,717.42	31%
City of Pensacola	$53,614.31	14%

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

(Continued on Page 7)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

B. Authorize the Chairman to sign the Agreement.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

5. Recommendation: That the Board take the following action concerning the 10-year Amended and Restated Interlocal Agreement between Escambia County, Florida, and the University of West Florida for annual maintenance on the radio core for Escambia County's P25 digital UHF radio system:

A. Approve the Interlocal 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.

[Funding: N/A]

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Recommendation: That the Board adopt the Resolution [R2020-103] approving the plan of finance therein described and the issuance and sale of not exceeding $15,000,000 multi-family housing revenue bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority"), to be used to finance or refinance the Orange Blossom Village Apartments, an affordable housing project located in Indian River County, Florida.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

7. Recommendation: That the Board take the following action concerning Certificate of Public Convenience and Necessity:

   A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support service in Escambia County, with noted limitations, to Lifeguard Ambulance Service of Florida, LLC, effective August 20, 2020, through December 31, 2021; and

   B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for this Agency.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve extending the 2020 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

9. Recommendation: That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of County Commissioners for Fiscal Year 2019-2020, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

10. Recommendation: That the Board take the following action concerning the Memorandum of Agreement (MOA #2048) for Community Transportation Coordinator (CTC) with the Florida Commission for the Transportation Disadvantaged (FCTD):

    A. Approve the Memorandum of Agreement commencing on July 1, 2020, and ending on June 30, 2025; and

    B. Authorize the Chairman to sign the Memorandum of Agreement for execution of five years commencing on July 1, 2020, and ending on June 30, 2025.

(Continued on Page 10)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Continued…

[Funding for the Transportation Disadvantaged/Paratransit program is provided by the Florida Commission for the Transportation Disadvantaged and is included in the Mass Transit Fund 104.]

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

11. Recommendation: That the Board approve the reappointment of Michael S. Kohler to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2020, through August 21, 2024, as requested by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from July 6, 2020, to July 20, 2020, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms. Yeagle's letter and Captain Kohler's Resume are provided for review.

Motion: So moved **For Information:** Commissioner Barry advised that the Chair would entertain a motion for the balance of the Technical/Public Service Consent Agenda Items 1 through 11; there were no items held for separate votes.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 813 Lakewood Road:

   A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Benjamin and Jeanette Johnson, Owners; per the terms and conditions of NED C-R-2020-8, NED CDBG Housing Repair for 813 Lakewood Road, for $51,275; and

   B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 129/2017 CDBG, Cost Center 370230	$51,275	NED-C-R-2020-8

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

2. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #2 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance needs of the Fire fleet vehicles as requested by Public Works, Road Department:

(Continued on Page 12)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	$10,000
Vendor:	Knowles On Site Repair Inc
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	2
Original Award Amount:	$100,000
Change Order #1, BCC Approved 4/2/20:	$50,000
Change Order #2	$10,000
Total:	$160,000

Due to unexpected repairs, additional funds in the amount of $10,000 are needed. [Funding Source: Fund 143, Fire Rescue, Cost Center 330206, Fire Services]

Motion: Move to approve
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the 10-year Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc. (Agreement):

   A. Approve and authorize the County Administrator to sign the 10-Year Agreement and any subsequent related documents without further action by the Board; and

   B. Authorize the issuance of an annual Purchase Order in the amounts listed in the Cost Subtotal line of the table below.

Cost	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**
Maintenance	380,050	430,831	439,448	448,234	457,190	466,315	475,650	485,154	494,869	504,754
SUA	530,073	376,532	384,868	393,454	402,297	411,406	420,789	430,452	440,406	450,658
Microwave	0	90,000	0	10,820	72,454	75,839	76,762	63,798	70,289	71,624
Cost Subtotal	**910,123**	**897,363**	**824,316**	**852,508**	**931,941**	**953,560**	**973,201**	**979,404**	**1,005,564**	**1,027,036**
Revenue										
Santa Rosa (31%)	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717
City of Pensacola (14%)	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614
UWF (6%)	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978
Revenue Subtotal	**195,309**	**195,309**	**195,309**	**195,309**	**195,309**	**195,309**	**195,309**	**195,309**	**195,309**	**195,309**
Escambia County Annual Net Cost	**714,814**	**702,054**	**629,007**	**657,199**	**736,632**	**758,251**	**777,892**	**784,095**	**810,255**	**831,727**

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

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

Motion: Move the item, A and B
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

4. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of $25,000, for the Corrections Department:

Vendor/Contractor	**Amount**	**Contract Number**
Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	$44,564	PCA 3-134-15 - Facility O&M Contract

Motion: Move to drop **For Information:** The Board discussed rapid COVID testing for the inmate population and requested staff to look into having rapid testing in the jail as soon as possible.
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of $50,000, under Omnia Partners – IT Solutions Contract # 2018011-02, for 300 Microsoft Office Home and Business 2019 licenses for the Corrections Department:

Vendor Name	**Amount**	**Contract Number**
SHI International Corp. Fund: 001 Detention Cost Center: 290401 Fund: 311 County Jail Facility Cost Center: 290408 Project:14SH2728	 $56,416; 290401 $15,050; 290408/14SH2728	Omnia Partners – IT Solutions Contract #: 2018011-02

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

6. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at Robinson Street:

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

   B. Declare surplus the Board's real property at Robinson Street, located in District 5, Account#: 11-3209-000, Reference#: 10-1N-31-4311-000-002; Property Appraiser's current assessed value: $818;

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

(Continued on Page 16)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

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

Motion: Move the item, A, B, C, and D
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

7. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 130 Booker Lane:

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 130 Booker Lane, located in District 5, Account#: 11-3994-000, Reference#: 16-1N-31-2114-000-001; Property Appraiser's current assessed value: $8,436;

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

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

Motion: Move the item, A, B, C, and D
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Fiscal Year 2019/2020 Second Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

   A. Approve a reduction of TDT tax allocation in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $929,682, and from Cost Center 360105, in the amount of $570,318, for a combined total of $1,500,000;

   B. Approve the Second Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, decreasing the allocation by $1,500,000, for a total allocation of $6,349,534 to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:

      1. Direct programming: Expenses of $4,498,841 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

      2. Operations: Expenses of $385,070 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and

      3. Personnel: Expenses of $1,465,623 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);

   C. Authorize the Chairman to sign the Second Amendment and all other necessary documents; and

   D. Authorize the execution of the necessary Change Order.

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Continued…

Motion: Move to approve and add an item E – Allocate $525,000 from TDT reserves with $500,000 to Visit Pensacola for marketing and $25,000 for marketing for Pensacola Sports for Sunbelt **For Information:** The Board discussed any excess funding being brought back to the Board to be re-appropriated in good faith.
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent
Speaker(s): Darien Schaefer, Ray Palmer, Dick Appleyard

9. Recommendation: That the Board approve Budget Amendment #178, General Fund (001), in the amount of $190,000, to recognize the District One Medical Examiner's increase in case volume and Locum Tenens expenses for 2019/2020.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund/ Administration	Reserves for Operating	110201/59805	$190,000
TO: General Fund/ Administration	Aids to Government Agencies	419291/58101	$190,000

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Other Grants and Projects Fund (110), in the amount of $125,841, to recognize the Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department to support bike patrol activities in the Fiscal Year 2019/2020 Budget.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				**$125,841**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					**$125,841**

Motion: Move to drop and bring back on September 3rd
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board adopt the Resolution [R2020-104] approving Supplemental Budget Amendment #192, Mass Transit Fund (104) and FTA Capital Project Fund (320), in the amount of $10,137,924, to recognize funds from the Federal Transit Administration (FTA) for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant, and to appropriate these funds to support operating and capital expenses at Mass Transit. This is a reimbursable Grant.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331487 (new)	FTA-104-CARES Act Grant	10,036,545
320	FTA Capital Project Fund	331487 (new)	FTA-320-CARES Act Grant	101,379
Total				**$10,137,924**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320409	FTA-104-CARES ACT Grant	51201	Salaries	6,448,435
104			53404	Fixed Route Bus Costs	10,025
104			55201	Operating Supplies	30,556
104			55204	Fuel	493,247
104			51201	Salaries	915,951
104			54601	Repair & Maintenance	9,588
104			54606	Preventative Maintenance	435,759
104			55201	Operating Supplies	11,682
104			53405	ADA Paratransit Costs	1,681,302
320	320426 (new)	FTA-320-CARES Act Grant	56401	Machinery & Equipment	101,379
Total					**$10,137,924**

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued…

Motion: Move to approve item 11 **For Information:** The Board gave direction regarding an expedited procurement process to order secure shields.
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

12. Recommendation: That the Board take the following action regarding the lease of County office space:

    A. Approve and adopt an Amendment to the Lease Agreement authorizing the lease of County office space in the Ernie Lee Magaha Government Building to the Honorable Rick Scott, U. S. Senate, for use as a satellite office; and

    B. Authorize the Chairman to execute the Lease Agreement without further action of the Board.

Motion: Move the item in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

13. Recommendation: That the Board take the following action regarding the Emerald Coast Regional Council (ECRC) Annual Budget Request for Fiscal Year 2020-2021:

    A. Approve the Emerald Coast Regional Council Budget for Fiscal Year 2020-2021, in the amount of $31,161;

    B. Authorize the Chairman to execute the ECRC Budget for Fiscal Year 2020-2021; and

    C. Authorize the County Administrator or her designee to initiate and approve a purchase order to pay annual dues to ECRC after October 1, 2020.

(Continued on Page 22)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

COST CENTER	OBJECT CODE	DESCRIPTION	AMOUNT
110201	58205	Fiscal Year 20/21 ECRC Dues	$20,268
110201	58205	Fiscal Year 20/21 TPO Match	$10,893
		TOTAL	**$31,161**

Motion: Move A, B, and C
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

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

A. Approve the usage of the following Contract:
Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652); and

B. Approve the issuance of a Purchase Order, for Software Licenses from CDW-G, for Adobe Enterprise Licenses, in the total amount of $26,446.49, -pricing obtained through the competitively bid Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652).

Vendor/Contractor	Amount	Contract Number
Vendor: CDW-G		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, CDW-G quote # LNXK989	26,446.49	Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Keep Pensacola Beautiful, in the amount of $2,620, on Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps:

Department:	Parks and Recreation
Type:	Addition
Amount:	$2,620
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	2
Original Purchase Order Amount:	$75,583
CO#1 Amount: 04/02/20	$53,552
CO#2 Amount:	$2,620
New Purchase Order Amount:	$131,755

Due to a calculation error on Change Order #1, the amount needed to pay for LOST-funded parks through the end of the current Contract was underestimated.

[Funding: Fund 353, LOST IV, Cost Center 350221, Parks Projects, $2,620]

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve and authorize the Chairman to sign the Annual Certified Budget for Mosquito Control for Fiscal Year 2020-2021, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management.

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

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

17. Recommendation: That the Board take the following actions concerning Amendment No. 1 to Contract No. 01009Y7:

    A. Approve Amendment No. 1; and

    B. Authorize Chairman to sign Amendment No. 1 and any Amendments, requests for payment, or other related documents as may be required.

    [The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the $65 Court Fee, according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts as outlined in Exhibit "A" of the Agreement.]

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Library Services Department, to Dell Marketing LP, in the amount of $68,500, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 113-110503-55201	$62,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The IT Department will use this Blanket Order to replace as many of the 11-year-old PC devices as they can. All orders will be placed using our standard hardware catalog.

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

Escambia County BOCC Standard Hardware Catalog:

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

[Funding: Fund 113, Library Services-Information Systems, Cost Center 110503, Object Code(s) 55201 and 56401]

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board take the following action concerning State of Florida Department of Transportation Grant Agreement Amendment, Financial Project Number 421368-3-84-18, providing Fiscal Year 2019-2020, Section 5311 Non Urbanized Area Formula Program Grant funding to the Mass Transit Department:

    A. Approve the Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project Number 421368-3-84-18, providing for a change removing the required 50% local match in funding to zero local match;

    B. Adopt the Resolution [R2020-105] authorizing the Application and acceptance of these funds; and

    C. Authorize the Chairman to execute the Resolution, the Amended PTGA, and all other required documents pertaining to this PTGA without further action of the Board.

    Please note Section 19 (j) of the Amended PTGA, which requires the County to waive forum and venue.

    [The required 50% match of $180,271 is removed from any claims against this grant after March 8, 2020.]

Motion: Move A, B, and C
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

20. Recommendation: That the Board approve and authorize the Chairman to sign the Memorandum of Agreement (MOA), between the City of Pensacola and Escambia County, regarding waste disposal services for a one time only addition of four Neighborhood Clean-up events in the year 2020.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Approve the utilization the first of two possible one-year renewal periods for an Indefinite Quantity, Indefinite Delivery Agreement between Escambia County, Florida, and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, to be effective September 18, 2020, for an estimated annual amount of $30,000; and

B. Authorize the continuation of the Livestock Collection Truck and Trailer Agreement between Escambia County, Florida, and Josh Weekley, per the terms and conditions of PD 18-19.35, Re-Solicitation Livestock Collection and Boarding Services Contract, for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of $1.00 per year.

Vendor	Funding	Amount	Contract Number
Josh Weekley	Fund 101, Animal Control Fund; Cost Center 250207, Animal Control Enforcement; Object Code 53401, Other Contractual Services	$30,000	PD 18-19.035

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board authorize the issuance of a Purchase Order to SHI International Corp., in the amount of $44,360, for the annual renewal of Office365 for judges, judicial assistants, and trial court administration staff within the First Judicial Circuit. All quoted pricing is pursuant to Florida State Contract #43230000-15-02.

[Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, 410517, Object Code 53401]

COST CENTERS/OBJECT CODE - 0365 SUBSCRIPTION CONTRACTUAL SERVICE			**AMOUNT**
410503/53401	(102)	0365E3 SHrdSvr ALNGVL SubsVL MVL	$20,750.88
410503/53401	(102)	CoreCALBridge0365 ALNG SubsVL MVL	$1,872.72
410515/53401	(31)	0365E3 SHrdSvr ALNGVL SubsVL MVL	$6,306.64
410515/53401	(31)	CoreCALBridge0365 ALNG SubsVL MVL	$569.16
410516/53401	(54)	0365E3 SHrdSvr ALNGVL SubsVL MVL	$10,985.76
410516/53401	(54)	CoreCALBridge0365 ALNG SubsVL MVL	$991.44
410517/53401	(13)	0365E3 SHrdSvr ALNGVL SubsVL MVL	$2,644.72
410517/53401	(13)	CoreCALBridge0365 ALNG SubsVL MVL	$238.68
TOTAL			**$44,360.00**

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

23. Recommendation: That the Board approve the use of funds ($713,000) realized from truck and equipment auctions to purchase new equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet.

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board adopt the Resolution [R2020-106] approving Supplemental Budget Amendment #196, Transportation Trust Fund (Fund 175), in the amount of $713,000, to recognize proceeds from truck and equipment auctions, and to appropriate these funds for purchasing new equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet.

Fund Number/Title	Revenue Code/Title	Amount
175/Transportation Trust	364002/Sale of Equipment	$713,000
Total		**$713,000**

Fund Number/Title	Cost Center Number/Title	Account Code/Title	Amount
175/Transportation Trust	260102/Road Maintenance	56401/Machinery & Equipment	$713,000
Total			**$713,000**

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board take the following action concerning the Agreement with Benevate, Inc. (dba Neighborly Software):

A. Approve the Agreement with Benevate, Inc. (dba Neighborly Software), in the amount of $23,200 (comprised of $19,200 in annual service fees for staff user licenses and $4000 in one time implementation fees), for use by the Neighborhood Enterprise Division in administration of CARES Act funds under the Coronavirus Relief Funds (CRF) and Community Development Block Grant-Coronavirus funds (CDBG-CV);

B. Authorize the County Administrator to sign the Agreement; and

C. Authorize additional staff users to be added to the Contract on a pro-rata basis as required to implement the programs at the pricing provided in the Agreement without further action of the Board.

Vendor	Funding	Amount
Benevate, Inc.	Fund 110/CRF, Cost Center 370239; Fund 129/CDBG-CV, Cost Center 370238; and/or Fund 120/2020 SHIP, Cost Center 370207	$23,200

Motion: Move A, B, and C
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action concerning the Escambia Pensacola Affordable Housing Advisory Committee:

   A. Adopt the Resolution [R2020-107] modifying the composition of the Escambia Pensacola Affordable Housing Advisory Committee (AHAC), per House Bill 1339;

   B. Approve Amendment #1 to the Interlocal between Escambia County and the City of Pensacola updating the AHAC composition;

   C. Acknowledge the appointment of Ann Hill as the locally elected official representative from the City of Pensacola to serve a three year term on the AHAC; and

   D. Appoint one Board member as the locally elected official representative from Escambia County to serve a three year term on the AHAC.

Motion: Move the item, A, B, C, and D, with Commissioner May to serve as the locally elected official representative
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

2. Recommendation: That the Board discuss and approve the Escambia CARES Act Plan.

Motion: Move the item **For Information:** Commissioner Barry advised that the Chair would entertain a motion to extract out of the business item the portion related to rapid testing, food distribution, and the $500,000 funding for Visit Pensacola so that staff could begin working on those tasks. Commissioner May requested that all additional backup be made available for review by the public and Board.
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent
Speaker(s): Eric Miller

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board discuss Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes. Jim Bard, a Principal Director in Accenture's Public Service Industry in North America, will address the Board and provide an overview and summary of the Procurement Assessment for Escambia County.

For Information: This item was added to the Special Meeting on August 27th.

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 R2020-102; and

   B. Extension of Escambia County State of Local Emergency.

Motion: Move A and B **For information:** This action adopted Resolution R2020-108.
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the Escambia County Environment Justice Ad-Hoc Committee, comprised of the following persons:

1. Christian Wagley	Coastal Organizer	Gulf Restoration Network
2. Travis Tompkins	GIS Analyst	Escambia County Emergency Management
3. Mary Gutierrez	Executive Director	Earth Action, Inc. and Earth Ethics, Inc,
4. Lafannette Sole-Woods	Secretary	Wedgewood, Olive Heights, & Rolling Hills Homeowners Association
5. Rev. Carrie Brown	Member	Wedgewood, Olive Heights, & Rolling Hills Homeowners Association
6. Ann Walker	President	Wedgewood, Olive Heights, & Rolling Hills Homeowners Association
7. Emma Dennis	Member	Wedgewood, Olive Heights, & Rolling Hills Homeowners Association
8. Pastor Timothy Grier	Community Coordinator	Unity In The Family Ministry
9. Dr. Calvin Avant	Executive Director	Unity In The Family Ministry
10. Chips Kirschenfeld	Director	Escambia Co. Dept. of Natural Resources
11. Ms. Lavon Brown	Member	Wedgewood, Olive Heights, Rolling Hills - HOA
12. Ms. Aleve Shine	Member	Wedgewood, Olive Heights, Rolling Hills - HOA

Motion: Move to allow the formation of a citizen's Ad-Hoc Committee to bring recommendations back and adopt the Resolution [R2020-109] establishing the Ad-Hoc Committee
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

ITEMS ADDED TO THE AGENDA – COMMISSIONER MAY – Continued

2. Verbal Recommendation Concerning a Discussion of the Proposed Collection of the 5th Cent

Motion: Move to schedule a Public Hearing for the first available public hearing time on October 1, 2020
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-0, with Commissioner Underhill and Commissioner Bergosh absent

ANNOUNCEMENTS

Commissioner Barry advised that the Board would hold a Special Meeting on August 27, 2020, at 9:00 a.m. to discuss the CARES Act funding as well as Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes.

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 11:15 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: September 3, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18481 **Growth Management Report 11. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/03/2020
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Recreational Vehicles
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Recreational Vehicles

That the Board of County Commissioners (BCC) take the following action:

A. Review and adopt Option A Ordinance as recommended by the Planning Board to (1) make RV use as living quarters available throughout the county in zoning districts that allow manufactured homes and (2) allow other RV use outside of MH parks, campgrounds, and RV parks for up to 30 days in a calendar year rather than the current 14;

OR

B. Review and adopt Option B Ordinance that was the draft that went to the Planning Board that allowed RV use in commissioner District 5 where the zoning allowed manufactured homes, and otherwise limited RV use outside of MH parks, campgrounds, and RV parks to 14 days in a calendar year (what is currently allowed).

BACKGROUND:

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.

On August 4, 2020, the Planning Board had a public hearing on a draft ordinance to allow recreational vehicles (RV) as living quarters in any zoning districts where mobile homes are allowed as a permitted use and only in District 5 with certain conditions met. During the public hearing, the Planning Board raised some concerns on certain provisions of the draft ordinance as written. First, there is the issue of the proposed language indicating that RVs be used as living quarters where mobile homes are permitted in District 5 only. The other concern was the issue of the existing language of the 14 day requirement for RVs. The Planning Board recommended that changes be made to address the two issues.

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 recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. 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 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

Draft Ordinance - Option A
Draft Ordinance - Option B

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 CHAPTER 4, SECTION 4-7.9 "OUTDOOR STORAGE," TO REMOVE REQUIRED ON-PREMISES OWNER RESIDENCE FOR A RECREATIONAL VEHICLE STORED ACCESSORY TO A DWELLING; AND AMENDING SECTION 4-7.10 "RECREATIONAL VEHICLES," TO EXPAND THE USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS AND ESTABLISH RELATED USE STANDARDS; 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,

WHEREAS, recreational vehicles are not dwelling units but can, nonetheless, provide useful temporary living quarters beyond their primary recreational, camping, and travel uses; and,

WHEREAS, the use of recreational vehicles as living quarters 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;

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 4, Location and Use Regulations, Section 4-7.9, Outdoor storage, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-7.9 Outdoor storage.

General. Where the LDC allows any outdoor storage of equipment, goods, junk, material, or merchandise, the storage shall comply with the regulations of this section unless specifically identified in the LDC as exempt from these regulations. The regulations are intended to allow outdoor storage, including retail display, while assuring it is not a hazard to public health and safety, does not have a depreciating effect on adjacent property

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values, and does not create nuisance conditions. Unless specifically identified as a principal use, outdoor storage in all zoning districts is limited to items accessory (subordinate and incidental) to a permitted principal use on the same parcel, and complying with the provisions of this section.

(a) Exemptions. The following storage is exempt from the regulations of this section:

Construction and landscaping. Construction and landscaping materials and equipment incidental to ongoing construction or landscaping activities within the parcel on which the materials and equipment are stored.

(b) Residential uses. Outdoor storage for all residential uses is limited to items accessory to the use of a dwelling, on the lot occupied by the dwelling, and complying with the following conditions:

(1) Rear or side yard storage of firewood for the purpose of consumption only by those residing on the premises.

(2) Recreational vehicle storage if the vehicle is ~~the property of a person residing on the premises, is~~ licensed and operable~~,~~ and is stored no closer than five feet from a side or rear lot line. Additionally, such stored vehicles shall not encroach on a public right-of-way or public sidewalk.

(3) Items not intended for outdoor use or storage shall not be stored outdoors regardless of resistance to deterioration by the elements.

(c) Retail display. Outdoor retail display shall comply with the following standards:

(1) Accessory. The display shall be accessory to a permitted retail use on the same parcel.

(2) Access. The display shall not be located where it will interfere with any required vehicular or pedestrian access, including access to public rights-of-way, parking stalls, loading zones, driveways, drive aisles, fire lanes, hydrants, alarms, emergency exits, or sidewalks. Additionally, displays shall not interfere with any sight visibility triangles prescribed in Chapter 5, or any utilities, services or drainage systems.

(3) Order. Items displayed shall be maintained in a neat and orderly manner.

(4) Height. The height of items displayed shall not exceed the height of any required screening.

(5) Condition of approval. The location of permissible display area shall be established as a condition of any applicable county approval for a retail use.

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To regulate outdoor storage and determine the proper screening requirements for such storage, the following storage categories and standards are established:

Class	**Description for Outdoor Storage**
Class 1	• Construction materials on active construction sites.
Class 2	• Live plants not displayed for sale. • Goods incidental to agriculture or the provision of agricultural services.
Class 3	• Vehicles, including recreational, trailers, construction, and watercraft, at dealerships or a mini-warehouse. • Retail funerary sales.
Class 4	• Items outdoors during business hours.
Class 5	• Vehicles including recreational, trailers, construction, and watercraft excluding vehicles located at residences. • Hazardous or toxic substances • The storage, sale, dismantling, or other processing of used or waste goods or materials that are not intended for reuse in their original forms. • Materials or equipment. • Storage of vehicles or equipment for maintenance, repair, or servicing. • Raw or finished materials incidental to manufacture, processing, fabrication, assembly, treatment, and packaging of products. • The storage incidental to offices or administrative, clerical, or public contact services, together with incidental storage and maintenance of necessary vehicles.

(A) **Standard**	**(B)** **Class 1**	**(C)** **Class 2**	**(D)** **Class 3**	**(E)** **Class 4**	**(F)** **Class 5**
Yard or driveway.	X				
Rear yard unless the area is screened in accordance with LDC Section 4-7.9				X	X
Standard A-2 buffer is required where abutting any residential district.		X	X	X	X
Screened in accordance with LDC Section 4-7.9				X	X

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Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Section 4-7.10, Recreational vehicles, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-7.10 Recreational vehicles.

~~Recreational vehicles are designed primarily as temporary living quarters for recreational, camping, or travel use. Except under the disaster recovery temporary use provisions of this chapter, the use of a recreational vehicle as living quarters for more than 14 days in any calendar year is prohibited except in duly licensed campgrounds or mobile home parks. All recreational vehicles located in residential districts, except for those being stored and not occupied and located on the same lot with the principal structure, shall be removed within 60 days from notification.~~

Recreational vehicles (RVs), as defined in Chapter 6, are designed primarily as temporary living quarters for recreational, camping, or travel use. The use and outdoor storage of RVs is limited by the following:

(1) Outdoor storage. The outdoor storage of an unoccupied RV is allowed accessory to a residential dwelling as authorized conditionally by the outdoor storage section of this article. For all other land uses, outdoor RV storage is limited to that specifically authorized by the applicable zoning district. No RV storage is authorized to encroach on a public right-of-way or access easement.

(2) Living Quarters. The use of a RV as living quarters for more than 30 days in any calendar year is prohibited outside of duly licensed campgrounds, RV parks, or mobile home parks, except as specifically authorized herein. Use of a RV as living quarters for any period requires authorization of the landowner and compliance with the following as applicable:

a. Short-term use. In any zoning district, short-term use (no more than 30 days in any calendar year) of a single RV as living quarters outside of a duly licensed campground, RV park, or mobile home park may be authorized on a parcel by a land use certificate, provided the RV complies with the use standards of this section and remains fully licensed and ready for highway use. Such readiness requires that the RV be on wheels or a jacking system, be attached to the site only by quick-disconnect type utilities and security devices, and have no permanent attachments such as additions, rooms, stairs, decks or porches.

b. Use where manufactured home allowed. For any parcel whose applicable zoning specifically includes individual manufactured (mobile) homes among the permitted residential uses of the district, RV use as living quarters for more than 30 days in a calendar year may be authorized on the parcel by a land use certificate, provided the parcel and RV placement comply with the following conditions in addition to the RV use standards of this section:

1. **Not in platted subdivision.** The parcel is not a lot or other parcel of a platted subdivision.

2. **A lot of record.** The parcel is a lot of record as defined in Chapter 6.

3. **Only RV on parcel.** The RV is the only RV occupied as living quarters on the parcel.

4. **Only RV use of owner.** The RV is the only RV occupied as living quarters on any contiguous parcels (those sharing any boundary point in common) owned in whole or part by the same landowner of record.

5. **Not in hazard areas.** The RV is not placed within a FEMA designated Special Flood Hazard Area, a state designated Coastal High-hazard Area, or a county designated Evacuation Zone A, B, or C.

c. Use during dwelling construction. For any parcel where a building permit has been issued for the construction of a single-family dwelling as the principal structure on the parcel, the use of a single RV as temporary living quarters may be authorized on the parcel by a land use certificate, but only for use while the permit is valid and the dwelling is under construction. RV placement shall comply with accessory structure setbacks to the extent practical. After a certificate of occupancy is issued for the new dwelling or other conclusion of the permit, the RV use is no longer authorized. Any subsequent use or storage of the RV on the parcel is subject to the applicable provisions of this section and may require reauthorization, relocation, or disconnection of utility services.

d. Use for disaster recovery. If a natural or man-made disaster requires temporary housing to facilitate repair or replacement of a damaged structure, a RV may be allowed to provide the disaster recovery housing as authorized conditionally by the temporary uses and structures section of this article.

e. Standards for use. Authorization of RV use as living quarters on a parcel outside of a duly licensed campground, RV park, or mobile home park does not authorize any structural additions to the RV or any accessory structures on the parcel. Additionally, the RV use shall comply with the following standards:

1. **Authorization.** Any individual authorization (e.g., land use certificate) of RV use on the parcel is maintained on the parcel to be available on request by county code enforcement officers.

2. **Setbacks.** The RV placement complies with the parcel boundary setbacks applicable to a principal structure on the parcel, except as may be authorized for disaster recovery or use during dwelling construction.

3. **Utilities.** If the RV requires the installation of site utilities, they are obtained through applicable land use approval and building permits (e.g., electrical, plumbing).

4. **Site preparation.** If the RV site requires land clearing or driveway connection, applicable permits for the activities (e.g. land disturbance, tree

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removal, driveway construction) are obtained. For tree removal, RVs are not separately eligible for any protected tree exemptions available to single-family dwellings.

5. **Waste.** All sewage and other liquid waste from the RV are discharged directly into a sewage treatment and disposal system or other manner of collection and disposal specified and approved for such waste by the Florida Department of Health. All solid waste is contained and disposed of in compliance with county ordinances.

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Section 3. 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 4. 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 5. 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
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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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 CHAPTER 4, SECTION 4-7.9 "OUTDOOR STORAGE," TO REMOVE REQUIRED ON-PREMISES OWNER RESIDENCE FOR A RECREATIONAL VEHICLE STORED ACCESSORY TO A DWELLING; AND AMENDING SECTION 4-7.10 "RECREATIONAL VEHICLES," TO EXPAND THE USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS AND ESTABLISH RELATED USE STANDARDS; 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,

WHEREAS, recreational vehicles are not dwelling units but can, nonetheless, provide useful temporary living quarters beyond their primary recreational, camping, and travel uses; and,

WHEREAS, the use of recreational vehicles as living quarters 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;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted:

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Sec. 4-7.9 Outdoor storage.

General. Where the LDC allows any outdoor storage of equipment, goods, junk, material, or merchandise, the storage shall comply with the regulations of this section unless specifically identified in the LDC as exempt from these regulations. The regulations are intended to allow outdoor storage, including retail display, while assuring it is not a hazard to public health and safety, does not have a depreciating effect on adjacent property

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values, and does not create nuisance conditions. Unless specifically identified as a principal use, outdoor storage in all zoning districts is limited to items accessory (subordinate and incidental) to a permitted principal use on the same parcel, and complying with the provisions of this section.

(a) Exemptions. The following storage is exempt from the regulations of this section:

Construction and landscaping. Construction and landscaping materials and equipment incidental to ongoing construction or landscaping activities within the parcel on which the materials and equipment are stored.

(b) Residential uses. Outdoor storage for all residential uses is limited to items accessory to the use of a dwelling, on the lot occupied by the dwelling, and complying with the following conditions:

(1) Rear or side yard storage of firewood for the purpose of consumption only by those residing on the premises.

(2) Recreational vehicle storage if the vehicle is ~~the property of a person residing on the premises, is~~ licensed and operable~~,~~ and is stored no closer than five feet from a side or rear lot line. Additionally, such stored vehicles shall not encroach on a public right-of-way or public sidewalk.

(3) Items not intended for outdoor use or storage shall not be stored outdoors regardless of resistance to deterioration by the elements.

(c) Retail display. Outdoor retail display shall comply with the following standards:

(1) Accessory. The display shall be accessory to a permitted retail use on the same parcel.

(2) Access. The display shall not be located where it will interfere with any required vehicular or pedestrian access, including access to public rights-of-way, parking stalls, loading zones, driveways, drive aisles, fire lanes, hydrants, alarms, emergency exits, or sidewalks. Additionally, displays shall not interfere with any sight visibility triangles prescribed in Chapter 5, or any utilities, services or drainage systems.

(3) Order. Items displayed shall be maintained in a neat and orderly manner.

(4) Height. The height of items displayed shall not exceed the height of any required screening.

(5) Condition of approval. The location of permissible display area shall be established as a condition of any applicable county approval for a retail use.

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To regulate outdoor storage and determine the proper screening requirements for such storage, the following storage categories and standards are established:

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Class 3	• Vehicles, including recreational, trailers, construction, and watercraft, at dealerships or a mini-warehouse. • Retail funerary sales.
Class 4	• Items outdoors during business hours.
Class 5	• Vehicles including recreational, trailers, construction, and watercraft excluding vehicles located at residences. • Hazardous or toxic substances • The storage, sale, dismantling, or other processing of used or waste goods or materials that are not intended for reuse in their original forms. • Materials or equipment. • Storage of vehicles or equipment for maintenance, repair, or servicing. • Raw or finished materials incidental to manufacture, processing, fabrication, assembly, treatment, and packaging of products. • The storage incidental to offices or administrative, clerical, or public contact services, together with incidental storage and maintenance of necessary vehicles.

(A) **Standard**	**(B)** **Class 1**	**(C)** **Class 2**	**(D)** **Class 3**	**(E)** **Class 4**	**(F)** **Class 5**
Yard or driveway.	X				
Rear yard unless the area is screened in accordance with LDC Section 4-7.9				X	X
Standard A-2 buffer is required where abutting any residential district.		X	X	X	X
Screened in accordance with LDC Section 4-7.9				X	X

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Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Section 4-7.10, Recreational vehicles, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-7.10 Recreational vehicles.

~~Recreational vehicles are designed primarily as temporary living quarters for recreational, camping, or travel use. Except under the disaster recovery temporary use provisions of this chapter, the use of a recreational vehicle as living quarters for more than 14 days in any calendar year is prohibited except in duly licensed campgrounds or mobile home parks. All recreational vehicles located in residential districts, except for those being stored and not occupied and located on the same lot with the principal structure, shall be removed within 60 days from notification.~~

Recreational vehicles (RVs), as defined in Chapter 6, are designed primarily as temporary living quarters for recreational, camping, or travel use. The use and outdoor storage of RVs is limited by the following:

(1) Outdoor storage. The outdoor storage of an unoccupied RV is allowed accessory to a residential dwelling as authorized conditionally by the outdoor storage section of this article. For all other land uses, outdoor RV storage is limited to that specifically authorized by the applicable zoning district. No RV storage is authorized to encroach on a public right-of-way or access easement.

(2) Living Quarters. The use of a RV as living quarters for more than 14 days in any calendar year is prohibited outside of duly licensed campgrounds, RV parks, or mobile home parks, except as specifically authorized herein. Use of a RV as living quarters for any period requires authorization of the landowner and compliance with the following as applicable:

a. Short-term use. In any zoning district, short-term use (no more than 14 days in any calendar year) of a single RV as living quarters outside of a duly licensed campground, RV park, or mobile home park may be authorized on a parcel by a land use certificate, provided the RV complies with the use standards of this section and remains fully licensed and ready for highway use. Such readiness requires that the RV be on wheels or a jacking system, be attached to the site only by quick-disconnect type utilities and security devices, and have no permanent attachments such as additions, rooms, stairs, decks or porches.

b. Use within District 5. For any parcel within the established limits of BCC commissioner District 5, RV use as living quarters for more than 14 days in a calendar year may be authorized on the parcel by a land use certificate, provided the parcel and RV placement comply with the following conditions in addition to the RV use standards of this section:

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1. **Manufactured home permitted.** The zoning of the parcel specifically includes individual manufactured (mobile) homes among the permitted residential uses of the district.

2. **Not in platted subdivision.** The parcel is not a lot or other parcel of a platted subdivision.

3. **A lot of record.** The parcel is a lot of record as defined in Chapter 6.

4. **Only RV on parcel.** The RV is the only RV occupied as living quarters on the parcel.

5. **Only RV use of owner.** The RV is the only RV occupied as living quarters on any contiguous parcels (those sharing any boundary point in common) owned in whole or part by the same landowner of record.

6. **Not in hazard areas.** The RV is not placed within a FEMA designated Special Flood Hazard Area, a state designated Coastal High-hazard Area, or a county designated Evacuation Zone A, B, or C.

c. **Use during dwelling construction.** For any parcel where a building permit has been issued for the construction of a single-family dwelling as the principal structure on the parcel, the use of a single RV as temporary living quarters may be authorized on the parcel by a land use certificate, but only for use while the permit is valid and the dwelling is under construction. RV placement shall comply with accessory structure setbacks to the extent practical. After a certificate of occupancy is issued for the new dwelling or other conclusion of the permit, the RV use is no longer authorized. Any subsequent use or storage of the RV on the parcel is subject to the applicable provisions of this section and may require reauthorization, relocation, or disconnection of utility services.

d. **Use for disaster recovery.** If a natural or man-made disaster requires temporary housing to facilitate repair or replacement of a damaged structure, a RV may be allowed to provide the disaster recovery housing as authorized conditionally by the temporary uses and structures section of this article.

e. **Standards for use.** Authorization of RV use as living quarters on a parcel outside of a duly licensed campground, RV park, or mobile home park does not authorize any structural additions to the RV or any accessory structures on the parcel. Additionally, the RV use shall comply with the following standards:

1. **Authorization.** Any individual authorization (e.g., land use certificate) of RV use on the parcel is maintained on the parcel to be available on request by county code enforcement officers.

2. **Setbacks.** The RV placement complies with the parcel boundary setbacks applicable to a principal structure on the parcel, except as may be authorized for disaster recovery or use during dwelling construction.

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3. **Utilities.** If the RV requires the installation of site utilities, they are obtained through applicable land use approval and building permits (e.g., electrical, plumbing).

4. **Site preparation.** If the RV site requires land clearing or driveway connection, applicable permits for the activities (e.g. land disturbance, tree removal, driveway construction) are obtained. For tree removal, RVs are not separately eligible for any protected tree exemptions available to single-family dwellings.

5. **Waste.** All sewage and other liquid waste from the RV are discharged directly into a sewage treatment and disposal system or other manner of collection and disposal specified and approved for such waste by the Florida Department of Health. All solid waste is contained and disposed of in compliance with county ordinances.

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Section 3. 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 4. 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 5. 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
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18482 **Growth Management Report 11. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/03/2020
Issue: 5:46 p.m - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3.04 Definitions; OBJ FLU 1.3 and FLU 3.1
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3.04 Definitions; OBJ FLU 1.3, FLU Map Designations and FLU 3.1 Rural Development

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), 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.

This serves as the first of two required public hearings.

BACKGROUND:

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.

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 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 Comprehensive Plan 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

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 3, SECTION 3.04 DEFINITIONS; AMENDING OBJ FLU 1.3 FUTURE LAND USE MAP DESIGNATIONS; AMENDING OBJ FLU 3.1 RURAL DEVELOPMENT; 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, Chapter 163.3177, Florida Statutes, establishes the required and optional elements which are reflected in the Escambia County Comprehensive Plan (2030); and

WHEREAS, a local government is entitled to consider data such as the Goals and Policies of the Escambia County Comprehensive Plan, projected population growth, among other things, and should react to the data in an appropriate way and to the extent necessary to achieve the stated goals of the local government and its Comprehensive Plan; and

WHEREAS, Chapter 163.3184, Florida Statutes, establishes the process by which a local government may amend its Comprehensive Plan as may be necessary from time-to-time; and

WHEREAS, the 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; and

WHEREAS, the Board of County Commissioners 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; and

WHEREAS, the Board of County Commissioners has determined that amendments to OBJ FLU 1.3, "Future Land Use Map Designations," and OBJ FLU 3.1,

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"Rural Development," are also necessary to achieve the stated goal; and

WHEREAS, the proposed amendments were transmitted to state agencies as required by Sec. 163.3184, Florida Statutes, and no agency had any comment or objection to the amendments; and

WHEREAS, amendment to Section 3.04 Definitions, adding a definition for "Existing Rural Communities" will provide guidance for growth in the Rural area while addressing compatibility with the surrounding development; and

WHEREAS, the Board of County Commissioners finds that this Comprehensive Plan amendment is based on relevant and appropriate data and an analysis, as reflected in Composite Exhibit "A" attached hereto; and

WHEREAS, the Board of County Commissioners reviewed and considered all reports and comments provided by the state land planning agency, citizens, and any other persons, agencies or governments; and

WHEREAS, the Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the Goals and Policies of the Escambia County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. 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 3. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled "CPA 2020-01."

Section 4. Amendment to Chapter 3, Section 3.04 of the Escambia County Comprehensive Plan

Chapter 3, Section 3.04 Definitions is hereby amended as follows (deletions shown as strike-thru; additions are underlined):

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Section 3.04 Definitions.

Airport: Means any area of land or water designed and set aside for the landing and taking off of aircraft and use or to be used in the interest of the public for such purpose.

Airport hazard: Means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

Airport hazard area: Means any area of land or water upon which an airport hazard might be established.

Airport obstruction: Means any existing or proposed object, terrain, or structure construction or alternation that exceeds the federal obstruction standards contained in the 14 C.F.R. part 77, subpart C, as may be amended. This term includes: any object of natural growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Airport Obstruction Notification Zone: A zone established around any airport to regulate airport hazard areas and airport obstructions.

Avigation easement: An easement that gives a clear property right to maintain flight operations in the airspace above the property.

Buffer: A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses or wetlands, as defined by Florida Statutes.

Commercial use: Any non-residential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

Compact development: A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks, community landscaping, easily walkable distances from residences to local commercial uses, places of employment, and schools.

Concurrency: The condition or circumstance that, at the time that new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

Conservation: The act of preserving, guarding, or protecting; keeping in a safe or entire state; preservation.

Conservation subdivision: A form of residential subdivision characterized by clustered compact lots, common open space and natural features, used to protect agricultural

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lands, open space or other natural or historical resources while allowing for the maximum number of dwellings under applicable zoning and subdivision regulations.

Deficiencies: Inadequacies, insufficiencies, or the falling short of a prescribed norm.

Density: An objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

Development: The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Specific activities or uses involving or excluded from development are defined in Florida Statutes.

Enhance: To make greater, as regards value, beauty, or effectiveness; to augment.

Environmentally sensitive lands: Those areas of land or water that are determined by the BCC as being necessary to conserve or protect natural habitats and ecological systems. The following classifications are those that have been determined by Escambia County to be environmentally sensitive:

a. Wetlands as defined herein and wetlands as defined by the U.S. Army Corps of Engineers.

b. Shoreline Protection Zones.

c. Aquatic preserves and the Escambia River Management Area.

d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida Administrative Code and as defined and approved by the Florida Legislature.

e. Habitats of threatened or endangered species as defined by the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.

f. Essential Fishery Habitat (EFH), including seagrasses.

g. Floodplain areas defined on the FEMA Flood Insurance Rate Map (FIRM) as areas of special flood hazard subject to a one percent annual chance of flooding.

h. Potable water wells, cones of influence, and potable water well fields.

Existing communities: Established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

Existing rural communities: Established rural residential or mixed-use areas within the Agriculture, Agriculture Residential, and Rural Community future land use categories that are developed land that contain homes and/or businesses including agricultural and agricultural related operation, and/or other civic and community uses that are located

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along Highways, Federal Roads, and Major County Roads as identified on the Future Land Use Map.

Farm worker: A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

Financial feasibility: The ability of a proposed land use or change of land use to justify itself from an economic point of view.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor Area Ratio (FAR): A standard measure of the intensity of non-residential land use, calculated by dividing the total gross floor area of all structures on a lot by the total area of the lot.

Group home/group home facility: An occupied residence, licensed by the State of Florida, in which a family living environment is provided for six or fewer unrelated residents with developmental disabilities as defined in Florida Statutes, including such supervision and care by support staff as may be necessary to meet the physical, emotional, and social needs of its residents.

Hazardous material: A poison, corrosive agent, flammable substance, explosive, radioactive chemical, or any other material that can endanger human or animal health or wellbeing if handled improperly.

Hazardous waste: Material or a combination of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. Such materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials regulated pursuant to Chapter 62-730, Florida Administrative Code.

Historic/cultural resource: Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value as well as all folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

Impervious surface: Any surface that does not allow, or that minimally allows, the penetration of water and that is highly resistant to infiltration by water.

Impervious surface ratio: A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the total area of the lot.

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Incompatible/compatible development: Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design. Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.

Infill development: The development of new housing or other land uses on vacant or underutilized land in existing developed areas which focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

Infrastructure: Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

Invasive species: A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self- sustaining, expanding, free-living populations that may cause economic and/or environmental harm or harm to human health.

Limited Agricultural Use: Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

Low-impact landscaping: Landscape design practices that apply Florida- Friendly landscaping principles to reduce water consumption, the use of horticultural chemicals, the loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

Mitigation: Methods used to alleviate or lessen the impact of development.

Mixed-use: Any use that includes both residential and nonresidential uses.

Mobile/manufactured home: A complete, factory-built, single-family dwelling constructed in accordance with the federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. Mobile home is the term used for manufactured homes built prior to June 15, 1976 when the HUD Code became effective.

Multi-family development: Residential development containing multi-family dwellings exclusively or predominantly.

Multi-modal: A transportation system that involves multiple methods of transporting people and/or goods; this may include pedestrian activity, bicycling, transit (buses and/or rail), and the automobile.

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Native vegetation: Vegetation that exists naturally, without intervention by humans, in a specific geographic area.

Natural resources: Resources provided by the natural environment, including air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and any other such environmental resource identified by Florida Statutes for conservation and protection.

Non-conforming use: Any lawfully established use of a structure, land, or water, in any combination that does not conform to the land use regulations of the zoning district or future land use category in which the use is located.

Non-residential use: A use characterized by the absence of residences and the presence of primary land uses that include retail, commercial, office, industrial, civic or recreation uses.

Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

Paratransit system: A form of public transportation service characterized by the flexible routing and scheduling of small vehicles such as taxis, vans and small buses, to provide shared-occupancy, doorstep or curbside personalized transportation service.

Performance-oriented controls: A set of criteria or limits relating to certain characteristics that a particular use or process may not exceed; these regulations are based upon the intensity and impacts of an activity, rather than land use.

Preserve: To protect natural resources and/or historic and cultural resources from the negative impacts of human activity, including land development or natural resource extraction, such as mining or logging. Preservation may include permanently protecting land, structures and/or wetlands and water bodies via purchase, conservation easement, regulations, or other methods, and it may include the restoration and management of natural or historic resources.

Primary dune: The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective value. The landward extent occurs at the point in which there is a distinct change from a relatively steep slope to a relatively mild slope.

Public use airport: Means an airport, publicly or privately owned, licensed by the State, which is open for use by the public.

Redevelopment: The removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures or of land from which previous improvements have been removed.

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Residential use: Any use for residences, domiciles, or dwellings, including, but not limited to, single-family houses, townhouses, condominiums, and apartments.

Restoration: The act of repairing damage to a site with the aim of restoring the site as closely as possible to its natural condition before it was disturbed.

Revitalization: The renewal and improvement of older commercial and residential areas through any of a series of actions or programs that encourage and facilitate private and public investment.

Runway protection zone: Means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

Rural: A sparsely developed area in which the land is primarily used for agricultural purposes.

Shoreline, Natural: Undeveloped or restored areas of shoreline fronting the waters of marine, estuarine, or riverine systems such as bays, bayous, rivers, and streams.

Sprawl: Haphazard growth of dispersed, leap-frog and strip development in suburbs and rural areas and along highways; typically, sprawl is automobile- dependent, single use, resource-consuming, and low-density development in previously rural areas and disconnected from existing development and infrastructure.

Street, collector: A street providing service that is of relatively moderate traffic volume, moderate trip length, and moderate operating speed and which distributes traffic between local streets or arterial streets.

Street, major arterial: A street providing service that is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Note: Every United States numbered highway is an arterial street.

Street, minor arterial: A street providing connections between major activity centers of the county, which augments the major arterial system for local and inter-county traffic by feeding traffic from collector and local street systems onto major arterials.

Suburban area: A predominantly low-density residential area located immediately outside of an urban area or a city and associated with it physically and socioeconomically.

Threatened and endangered species habitat: An area that contains, or shows factual evidence of, a species that is listed as threatened, endangered, or a species of special concern, including all such areas that are classified as critical habitat by the Florida Fish and Wildlife Conservation Commission (FFWC).

Urban area: A highly developed area that contains a variety of industrial, commercial, residential, and cultural uses.

Urban forest: Collectively, the trees and other vegetation within and around the developed areas of the county.

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Water-dependent uses: Uses that require access to water bodies, such as commercial boating or fishing operations.

Water-related uses: Uses that do not require a waterfront location to function but are often essential to the efficient functioning of water-dependent uses and can be essential to their economic viability, such as shops, restaurants, parking, boat sales, or fish processing plants.

Wetlands: Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or they possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having the soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include, but are not limited to, swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Wildlife habitat: An area that offers feeding, roosting, breeding, nesting, and refuge areas for a variety of existing and future native wildlife species.

<u>Section 5</u>. Amendment to GOAL FLU 1 FUTURE DEVELOPMENT PATTERN, OBJ FLU 1.3 Future Land Use Map Designations

OBJ FLU 1.3 is hereby amended as follows (deletions shown as strike-thru; additions are underlined):

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 below.

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FLUM Agriculture (AG)

General Description: Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

Standards:
Residential Maximum Density: 1 du/20 acres
Non-Residential: Minimum Intensity: None.
Maximum Intensity: 0.25 Floor Area Ratio (FAR).

FLUM Agriculture Residential (AR)

General Description: Intended for routine agricultural and silvicultural related activities and low to medium density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

Standards:
Residential Maximum Density: 1 du/4 acres
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.25 Floor Area Ratio (FAR)

FLUM Rural Community (RC)

General Description: Intended to recognize existing residential development and neighborhood serving nonresidential activity while supporting new development through

a compact development pattern that serves the rural and agricultural areas of Escambia County.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

Standards:
Residential Maximum Density: 2 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.25 Floor Area Ratio (FAR)

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%

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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%

FLUM Mixed-Use Perdido Key (MU-PK)

General Description: Intended for a complementary mix of residential, commercial and tourism (resort) related uses. Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

Range of Allowable Uses:
Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).

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In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

Standards:
Maximum Density: 25 du/acre (based on proposed zoning districts)
Maximum Intensity: 6.0 Floor Area Ratio (FAR)
Minimum pervious area 20%
Maximum impervious cover area 80%

FLUM Mixed-Use Pensacola Beach (MU-PB)

General Description:
Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements. Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units.

Range of Allowable Uses:
The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida. Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.

Standards:
Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation. Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate

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the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.

Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.

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 Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FLUM Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses:
Light to intensive industrial, ancillary retail and office. No new residential development is allowed.

Standards:
Residential Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

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FLUM Conservation (CON)

General Description: Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.

Range of Allowable Uses:
Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed.

Standards:
Residential Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: None

FLUM Recreation (REC)

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses:
Active and passive recreation activities and amenities, park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. No new residential development is allowed.

Standards:
Residential Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.5 Floor Area Ration (FAR)

FLUM Public (P)

General Description: Provides for uses or facilities owned or managed by the Federal, State or county government or other public institutions or agencies.

Range of Allowable Uses:
Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-public facilities providing public services.

Standards:
Residential Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: None

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Section 6. Amendment to GOAL FLU 3 RURAL STRATEGIES, OBJ FLU 3.1 Rural Development

OBJ FLU 3.1 is hereby amended as follows (deletions shown as ~~strike-thru~~; additions are underlined):

GOAL FLU 3 RURAL STRATEGIES

Escambia County will promote rural strategies, including protecting agriculture, silviculture, and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities.

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to existing rural communities.

POLICIES

FLU 3.1.1 **Infrastructure Expenditures.** Escambia County will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 **Water Facility Extensions.** Escambia County will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 **FLUM Amendments.** During consideration of FLUM amendments, Escambia County will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 **Rezoning.** Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture, and agriculture-related activities Escambia County ~~will not support~~ will guide the establishment of new rural communities towards existing rural communities.

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Section 7. 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 8. 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.

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Section 9. 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
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:

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ESCAMBIA COUNTY DATA & ANALYSIS

Escambia County
August 2020

HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 900, TAMPA, FL 33602
(813) 620-4500
WWW.HALFF.COM

COMPOSITE EXHIBIT "A"

I. INTRODUCTION

Halff Associates, Inc. (Halff) was hired by Escambia County to complete a data and analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development and the consideration for new residential development within the rural areas of Escambia County.

To assist in this effort, a review and analysis of the following different documentations was completed:

1. Transcript, Escambia County Regular Planning Board Comprehensive Plan Large-Scale Future Land Use Map Amendment, LSA 2018-01, August 7, 2018.
2. Agenda, Escambia County Planning Board, Quasi-Judicial Hearing, Staff Report, Z-2018-08, July 10, 2018.
3. Transcript, State of Florida, Division of Administrative Hearings, of Case No. 19-1153GM, Jaqueline Rogers, Cynthia Cole, Ann Bennett, and Theresa Blackwell (Petitioners) vs. Escambia County, A Political Subdivision of the State of Florida (Respondent), October 30, 2019.
4. Transcript, State of Florida, Division of Administrative Hearings, Recommended Order for Case No. 19-1153GM, February 7, 2019.
5. Escambia County Comprehensive Plan 2030, February 2015
6. Draft Escambia County Comprehensive Plan 2030, August 2019
7. Adopted Ordinance 2019-9
8. Memorandum, Options for Amending Future Land Use (FLU) Categories, January 22, 2020
9. Escambia County Future Land Use 2030 Map
10. Escambia County AG and RC Future Land Use 2030 with Parcels, DSAP Boundary, and Functional Classification of Roads.
11. Escambia County Mid-West Sector Plan – Detailed Specific Area Plans
12. 2016 - 2012-2016 ACS 5-Year Estimates, B01003: Total Population; DP04: Selected Housing Characteristics; B25010: Average Household Size of Occupied Housing Units by Tenure
13. 2018 - 2014-2018 ACS 5-Year Estimates, B01003: Total Population; DP04: Selected Housing Characteristics; B25010: Average Household Size of Occupied Housing Units by Tenure
14. 2020 - BEBR Volume 53, Bulletin 186, January 2020, Projections of Florida Population by County 2020–2045, with Estimates for 2019

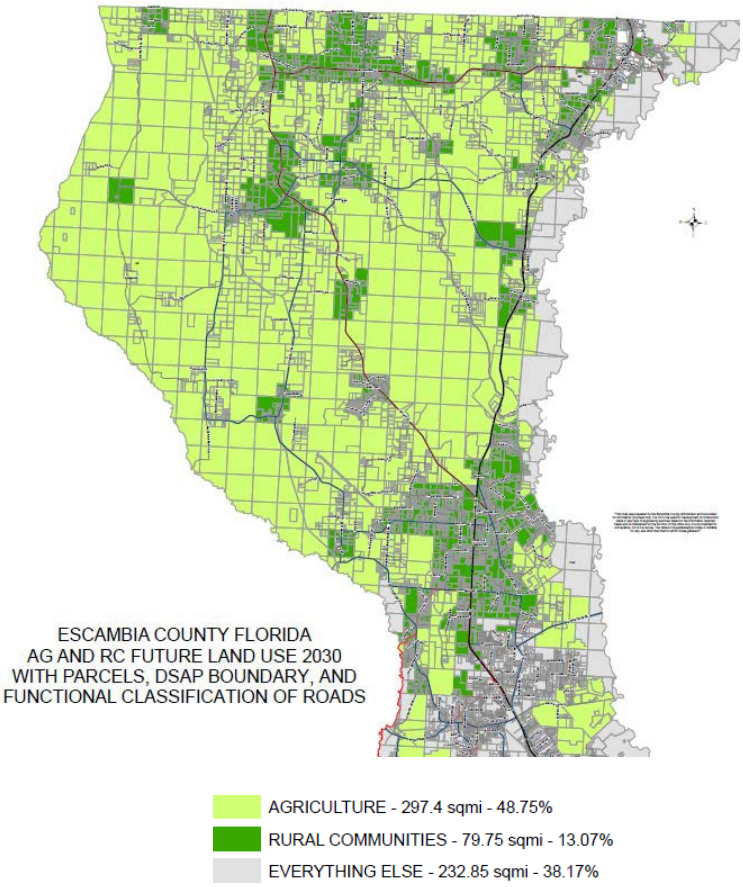
During this review, there were also a number of calls with various County staff members. Based on this research, there are proposed resolutions to assist in facilitating the future growth and housing needs for the County.

II. Future Land Use and Zoning

Of the various land use categories within the adopted Future Land Use map, Agriculture (AG) land use has the lowest density for residential. The AG land use only allows one residential unit to be located on a legal lot of record that has a minimum of 20 acres. The next less dense Future Land Use Category is Rural Communities (RC) which allows consideration of a maximum potential density of 2 dwelling units per acre. The County's Future Land Use Plan does not provide for a land use category between the AG and RC land uses, that could provide a transition of density between the AG and RC land uses.

Consistent with and implementing the (AG) Future Land Use Category is the County's zoning classification Agricultural (AGR) which also requires that a residential unit has to be on a legal lot of records with a minimum size of 20 acres. The Agricultural (AGR- 1du/20ac), Rural Residential (RR- 1du/4ac), and Rural Mixed Use (RMU- 2du/ac) zoning districts are shown according to the matrix in the County Land Development code as being allowed in the RC land use (2 du/ac).

According to Escambia County GIS, approximately 48.75 percent of the total land area of Escambia County has a Future Land Use designation of Agricultural (AG). Approximately 13.07 percent of the County's land area has the Future Land Use of Rural Communities (RC.) By combining both the land uses of the AG and RC land use categories, means that approximately over 60 percent of the County land area requires a legal lot of record greater than two units per acre and/or dedicated to agricultural uses. The majority of the AG and RC land use categories are located north of Quintette Road. The remaining 40 percent of Escambia County land is dedicated to lands that are mostly developed with a range of land use categories including residential categories all permitting up to 25 dwelling units per acre.



It is our understanding that not having a land use category that provides transition between the AG and RC land uses as an option is creating challenges in accommodating the growth that Escambia County has experienced and is projected to continue.

Another observation from these discussions with staff is the recognition that the nature of farming in the County has been changing. A January 22, 2020 Memorandum from Horace L. Jones, Director of the Development Services Department clearly describes the issue, "as generations change, smaller farms are going up for sale, but the buyers only want the land. The homestead and its acreage are of no use to the buyer, but the seller cannot split them off for separate sale. In other words, someone who has 20 acres or less who wants to sell a portion of their parent parcel to an individual for the purpose of building a home or placement of a mobile home could not create a conforming lot without complying with other land use regulations, policies and procedures."

During a conversation with Mr. Jones, he mentioned that for many years local residents have expressed their desire to be able to purchase smaller than 20-acre parcels while living in the rural area.

There appears to be a need and interest in the County, for consideration of creating smaller lots in the AG land use for families or individuals that cannot afford or maintain large lots of at least 20 acres. There also appears to be an interest in residents just wanting a more rural lifestyle option in the county. Providing a

range of housing types is in keeping with Comprehensive Plan Policy HOU 1.1.7 stating that Escambia County will provide for a mix of housing types that vary in density, size, cost and location.

Furthermore, recent discussions with Ms. Danita Andrews, Chief Business Development Officer with the FloridaWest Economic Development Alliance, revealed that the majority of the economy in Escambia County derives from Manufacturing and leading the largest employers is Navy Federal Credit Union, which has plans for expansion.

Ms. Andrews provided a document with the leading employers in the County. The *Pensacola MSA Lending Employers, Private Sector* lists 54 companies, where the majority being Manufacturing. The two largest agriculture companies that were on the list are both lumber mills--International Paper which ranked 8th and West Frasier ranked 33rd.

Penascola MSA Leading Employers - Private Sector 5/31/2020

	Company	Employees	Company Description	Headquarters	NAICS
1.	Navy Federal Credit Union	8593	Financial Service Center	Vienna, VA	522130, 522320 Credit Union, Financial Service Center
2.	Baptist Health Care	6633	Healthcare	Pensacola, FL	621110 Hospitals, general medical and surgical
3.	Sacred Heart Health Systems	4820	Healthcare	St. Louis, MO	621110 Hospitals, general medical and surgical
4.	Gulf Power Company	1774	Electric Provider	Pensacola, FL	221122 Electric Power Generation, Transmission & Distribution
5.	Ascend Performance Materials	1288	Manufacturing	Houston, TX	325211 Nylon Resin Manufacturing
6.	West Florida Healthcare	1200	Healthcare	Nashville, TN	621110 Hospitals, general medical and surgical
7.	GE Wind Energy	700	Manufacturing	Fairfield, CT	333611 Wind Powered Turbine Generator Manufacturing
8.	International Paper	600	Manufacturing	Memphis, TN	322121 Paper (except Newsprint) Mills
33.	West Fraser	140	Lumber Mill	Vancouver, BC	321113 Lumber Manufacturing

III. Policies of the Comprehensive Plan

The first goal on the County's Comprehensive Plan's Future Land Use Element, *Future Development Pattern*, characterizes the future development pattern of Escambia County. This goal is for: "facilitating the desired future development pattern while protecting and preserving natural and historic resources." The first strategy is for applying innovative and flexible planning strategies to achieve orderly and balanced development growth. The Plan further expands growth strategies for the County throughout the Comprehensive Plan.

Goal 3 of the Future Land Use Element describes policies and strategies for the Rural Area of Escambia County. The strategies outlined in Goal 3, address protecting agriculture, silviculture, and related activities along with protecting and preserving natural resources *while guiding new development* towards existing rural communities. The County's Comprehensive Plan defines existing communities as: established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

While Goal 3 addresses future growth, FLU 3.1.5 appears that it can be interpreted differently. The objective FLU 3.1.5, states the following: *New Rural Communities. To protect silviculture, agriculture, and agriculture-related activities Escambia County will not support the establishment of new rural communities.* It is our understanding that any new proposed comprehensive plan amendment from AG to RC is considered a new rural community, therefore cannot be supported by staff, unless a proposed land use amendment is directly adjacent to existing RC land use category. At which point it can meet the part of an existing rural community as a result of this criteria and definition, any request to amend the AG category (48.75% of the County) to any category that may increase residential development.

From our review of the various hearing minutes, both the meaning "new Rural Community" and the definition of "existing communities" were heavily debated and a consensus of either meaning was not reached. Based on these minutes, it can be summarized that a clear definition of Rural Community is needed, since there is a difference between a rural community and an urban community.

USDA National Agricultural Library
U.S. DEPARTMENT OF AGRICULTURE

What is Rural?

Ideas and definitions relating to the term rural are diverse. The federal government classifies areas and population for statistical, programming, and funding purposes. When applying for grants and funding or conducting research one should refer to the rural definiton provided by the agency or organization. The rural definition laid out by the U.S. Census Bureau is often the baseline for other definitions.

The Census Bureau defines rural as "any population, housing, or territory NOT in an urban area".

Source: https://www.nal.usda.gov/ric/what-is-rural

IV. Anticipated Growth and Housing Needs

In the Housing Element of the Comprehensive Plan, Goal 1, *Provision of Housing*, is to provide safe, sanitary, and affordable housing for the current and future residents of the County. The Objective, *HOU 1.1 Housing Delivery Process*, further describes the delivery process by stating to "provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost, and location." With approximately 48.75 percent of the total land area of Escambia County having a Future Land Use designation of Agricultural (AG) which only permits up to 1 unit per 20 acres, this objective is not being addressed since the existing land use is not sufficiently providing a variety in housing type, density, size, tenure, ownership, cost, and location.

Escambia County has experienced sustained population growth over the last two decades. Using data from the U.S. Census Bureau American Community Survey (ACS) five-year estimates and the Bureau of Economic and Business Research (BEBR), Escambia County is projected to have a 14 percent increase in its population from 2016 to 2035 (Figure 1).

College of Liberal Arts and Sciences
Bureau of Economic and Business Research
Florida Population Studies

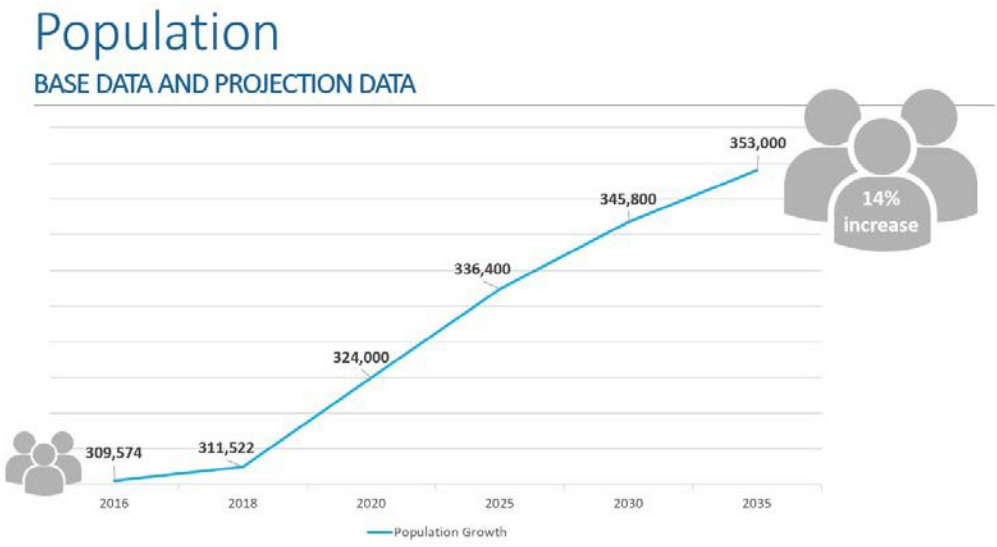
BEBR

Volume 53, Bulletin 186, January 2020

Projections of Florida Population by County, 2020–2045, with Estimates for 2019

County and State	Estimates April 1, 2019	Projections, April 1 2020	2025	2030	2035	2040	2045
ESCAMBIA	321,134						
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

Figure 1: Population



Escambia County is also projected to have an 18.6 percent increase in total households (Figure 2).

PROJECTION OF HOUSING UNITS	Total Population	Housing Units (Total)	Housing Units (Occupied)	Occupancy Rate	Average Household Size
2016	309,574	138,693	115,984	84%	2.59
2018	311,522	140,523	118,740	84%	2.54
2020	324,000	150,960	127,559	84%	2.54
2025	336,400	156,737	132,441	84%	2.54
2030	345,800	161,117	136,142	84%	2.54
2035	353,000	164,472	138,976	84%	2.54

Note: Projection assumes continuation of rates of Total Housing Units, Occupied Housing Units, and breakdown of housing types from 2014.

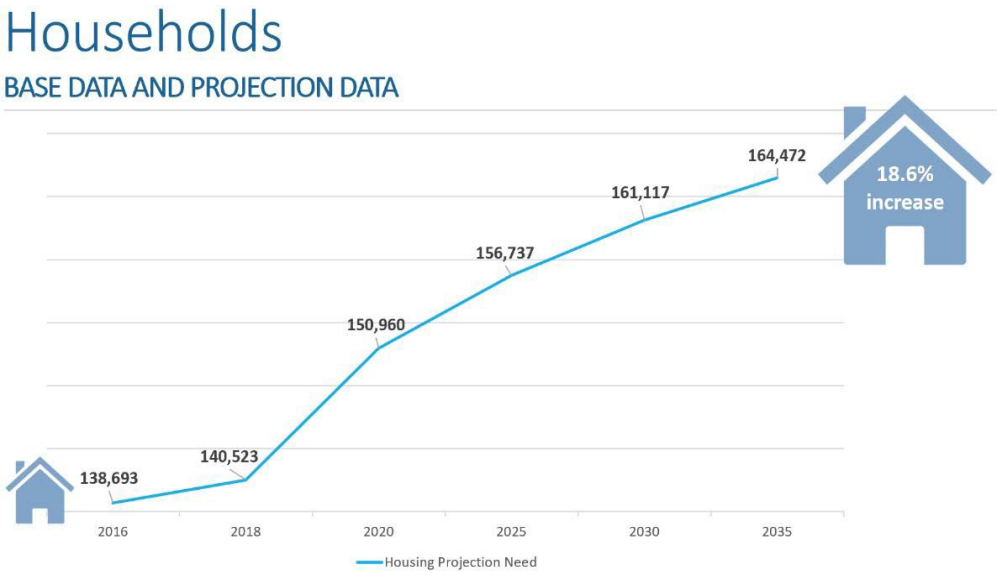
2014 - 2010-2014 ACS 5-Year Estimates, B01003: Total Population; DP04: Selected Housing Characteristics; B25010: Average Household Size of Occupied Housing Units by Tenure

2016 - 2012-2016 ACS 5-Year Estimates, B01003: Total Population; DP04: Selected Housing Characteristics; B25010: Average Household Size of Occupied Housing Units by Tenure

2018 - 2014-2018 ACS 5-Year Estimates, B01003: Total Population; DP04: Selected Housing Characteristics; B25010: Average Household Size of Occupied Housing Units by Tenure

2020 - BEBR Volume 53, Bulletin 186, January 2020, Projections of Florida Population by County 2020–2045, with Estimates for 2019

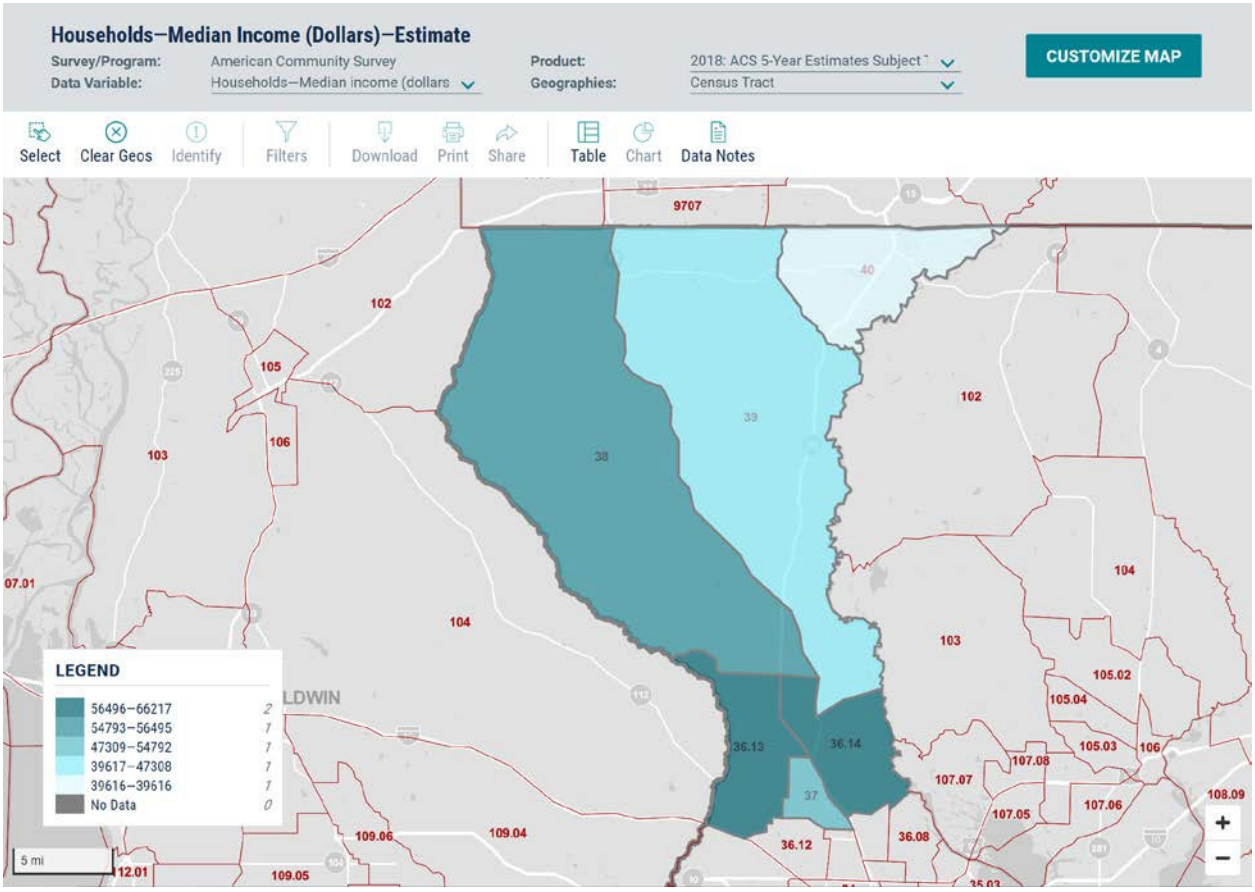
Figure 2: Housing



The same data suggests that 84 percent of Escambia County's 140,523 housing units were occupied in 2018. When the County's current occupancy rate and ratio of housing unit is projected to 2035, the figure suggests that an additional 23,949 housing units will be required to accommodate Escambia County's projected population of 353,000. A lack of housing supply can create conditions of overcrowding, unreasonably high rental rates, and situations where families are compelled to reside in substandard housing units.

Data was also collected to analyze the median income of Escambia County residents throughout the Rural Area (Figure 3). This area shows a median income of $54,931. This data, along with the information given in this section above, shows that there is a need for additional housing options including smaller lots in the rural area for families or individuals that cannot afford large lots of 20 acres.

Figure 3: Households—Median Income



Using data from the Escambia County GIS department, 206 parcels between 4 and 20 acres in size were identified as developable for residential use. These parcels are located in the Agriculture Future Land Use area and have Department of Revenue's land use classification codes (DOR codes) of vacant residential (0000), miscellaneous residential with no buildings currently (700), Timber 1 (5400), and nonagricultural acreage with no buildings (9900). Figure 4 on the following page shows that a majority of these parcels are located along major roadways, which is consistent with Goal 3 of the Comprehensive Plan as guiding new rural communities towards existing rural communities and is the recommended location for the new future land use category of Agriculture Residential (AR) as described in the proposed definition.

The 206 parcels between 4 and 20 acres in the Agriculture future land use area currently available for residential development suggests that additional land in Escambia County may need to be rezoned for residential use to accommodate approximately 24,000 total housing units to meet 20-year population growth projections.

If these 206 parcels were all amended with the proposed future land use of AR, there would be approximately 2,725 new dwelling units. Although some new residential development will be accommodated within the southern portion of the County, additional residential zoning may be desirable because of the land in Agriculture that is in close proximity to major roadways, locations of large private sector companies that are producing more job growth, and to progress with the current nature of farming in the area.

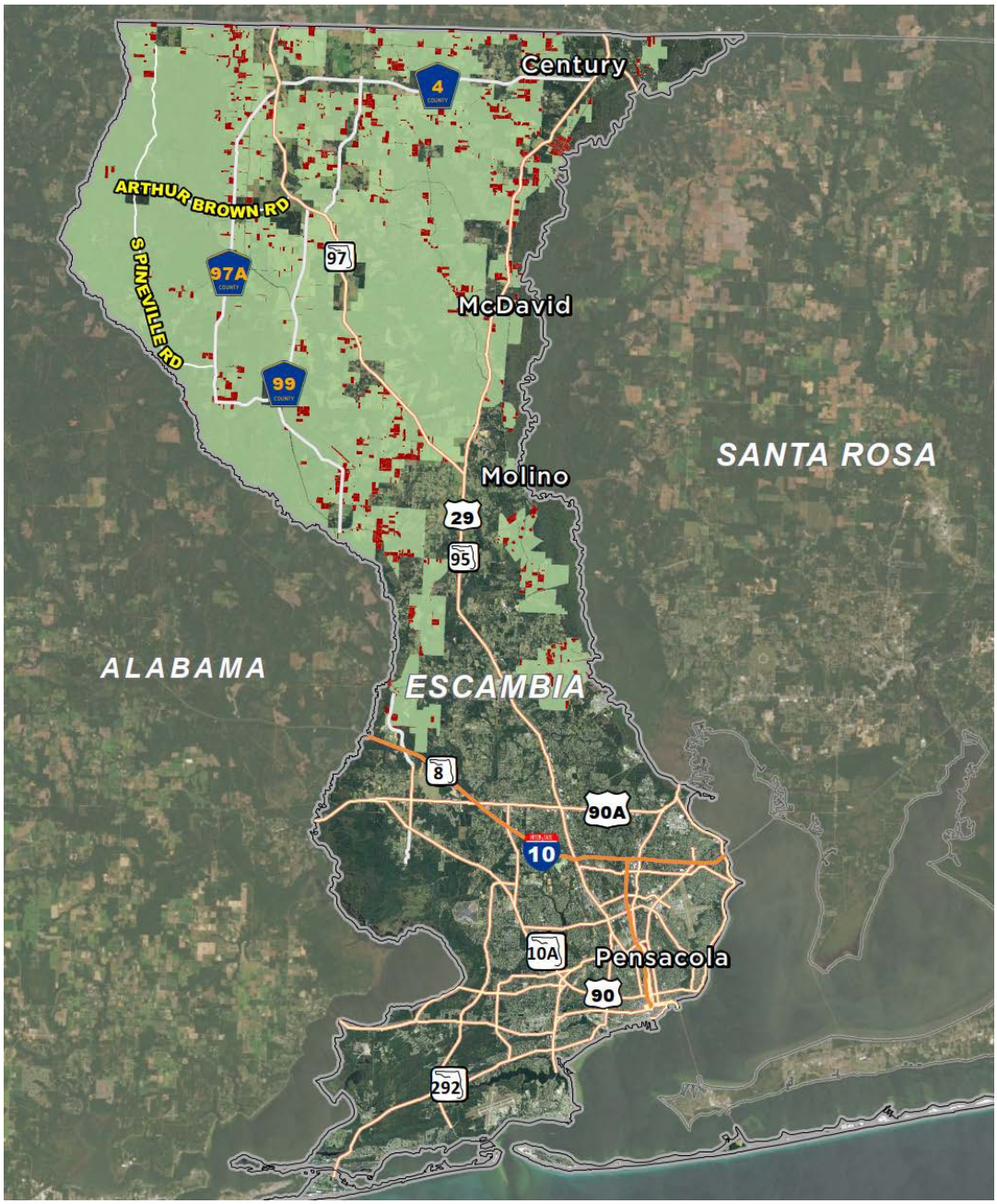


Figure 4: AG FLU with vacant parcels between 4 and 20 acres shown in red

V. Recommendations

From our research and discussions, it seems that Escambia County is trying to find a balance between addressing future growth and providing appropriate housing choices while protecting its rural areas.

To achieve this balance, a Comprehensive Plan text amendment is recommended with the following:

- To address the need for providing adequate housing that varies in type, density, size, tenure, ownership, cost, and location, a new Future Land Use category Agriculture Residential (AR) is being proposed:

  FLUM Agriculture Residential (AR)

  General Description: Intended for routine agricultural and silvicultural related activities and low to medium density residential uses. Commercial activity shall be limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

  Range of Allowable Uses:
  Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial, as described.

  Standards:
  Residential Maximum Density: 1 du/4 acres
  Non-Residential Minimum Intensity: None
  Maximum Intensity: 0.25 Floor Area Ratio (FAR)

- To improve the value and its role in growth of the County, the existing Rural Community (RC) Future Land Use category, an amendment to the description of the Rural Community (RC) is recommended to recognize future development by clarifying its language by making the following change:

  General Description: Intended to recognize existing residential development and neighborhood serving nonresidential activity *while supporting new development* through a compact development pattern that serves the rural community and agricultural uses of Escambia County.

- To clarify the intention behind policy FLU 3.1.5, the following is proposed:

  FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture, and agriculture-related activities Escambia County ~~*will not support*~~ *will guide* the establishment of new rural communities *towards existing rural communities*.

- To support the above policy, a definition will be needed for the term **Existing Rural Communities** in Section 3.04 that includes a location criterion.

Existing rural communities: *Established rural residential or mixed-use areas within the Agriculture, Agriculture Residential, and Rural Community future land use categories that are developed land that contain homes and/or businesses including agricultural and agricultural related operation, and/or other civic and community uses that are located along Highways, Federal Roads, and Major County Roads as identified on the Future Land Use Map.*

Concurrently but separate to implement these changes to the Escambia County 2030 Comprehensive Plan, the County will need to amend and update the County's Land Development Code.

It must be noted that the intent for this data and analysis report is to assist in managing the future development growth of the County and to provide a transition in density between the Agricultural (AG) and Rural Communities (RC.) land use categories. The intent is not to change the existing Escambia County Mid-West Optional Sector Plan. According to Goal FLU 16 Mid-West Escambia County Optional Sector Plan, the optional sector plan was created in order to, "encourage cohesive and sustainable development patterns within **central** Escambia County." The Optional Sector Plan is not intended to prohibit development outside of the plan.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18483 **Growth Management Report 11. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/03/2020
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Sections 3-1.3, 3-2.2, and 3-2.3
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Sections 3-1.3, 3-2.2, and 3-2.3

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending 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.

BACKGROUND:
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.

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

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 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; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code (LDC), the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation, and do business; and

WHEREAS, the Board adopted an ordinance amending the Escambia County Comprehensive Plan to amend the Future Land Use (FLU) map designations and policies; and

WHEREAS, the 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; and

WHEREAS, 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; and

WHEREAS, the Board of County Commissioners determined that amendments to OBJ FLU 1.3, "Future Land Use Map Designations," and OBJ FLU 3.1, "Rural Development," were also necessary to achieve the stated goal; and

WHEREAS, the proposed amendments were transmitted to state agencies as required by Sec. 163.3184, Florida Statutes, and no agency had any comment or objection to the amendments; and

WHEREAS, the Board of County Commissioners reviewed and considered all reports and comments provided by the state land planning agency, citizens, and any other persons, agencies or governments; and

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WHEREAS, the Escambia County Board of County Commissioners found that an amendment to its Comprehensive Plan was necessary and appropriate based on the Goals and Policies of the Escambia County Comprehensive Plan; and

WHEREAS, the Board now finds that amending the Land Development Code to incorporate the new future land use category of Agriculture Residential (AR) is consistent with the Escambia County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment to Chapter 3, Section 3-1.3 of the Escambia County Land Development Code

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-1.3 "Zoning and future land use," subsection (g) "Future land use designations," and subsection (i) "Zoning implementation of FLU," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-1.3 Zoning and future land use.

(g) ***Future land use designations***. The future land use categories established within the comprehensive plan and referenced in the LDC are designated by the following abbreviations and names:

AG Agriculture

AR Agriculture residential

RC Rural community

MU-S Mixed-use suburban

MU-U Mixed-use urban

C Commercial

I Industrial

P Public

REC Recreation

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CON Conservation

MU-PK Mixed-use - Perdido Key

MU-PB Mixed-use - Pensacola Beach

(i) ***Zoning implementation of FLU***. The zoning districts of this chapter are established to implement the future land use categories adopted in chapter 7 of the comprehensive plan. One or more districts may implement the range of allowed uses of each FLU, but only at densities and intensities of use consistent with the established purposes and standards of the category. The Perdido Key districts (article 4) implement the MU-PK category and areas of the conservation and recreation categories applicable to Perdido Key. The Pensacola Beach districts (article 5) implement the MU-PB category and areas of the conservation and recreation categories applicable to Santa Rosa Island. The mainland districts (article 2) implement only those FLU categories prescribed within the regulations of each district. In any conflict between the existing zoning of a parcel and its applicable FLU, the provisions of the future land use prevail, subject to any confirmation of vested rights. Such conflicts may be resolved through the zoning and FLU map amendment processes prescribed in article 7 of chapter 2. However, no future rezoning to a mainland district is authorized if not prescribed by the district for the applicable FLU as summarized in the following table:

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	**AR** max 1du/4ac 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	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	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	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	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	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	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	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses

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HC/LI FLU-restricted max 25du/ac	No, uses	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	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of mainland zoning district and FLU category represented by the table, "Yes" indicates a zoning district that may be established to implement the FLU. "No" indicates a zoning district that does not implement the FLU and may not be established within the FLU, primarily for the inconsistency noted.

Section 3. Amendment to Chapter 3, Section 3-2.2 of the Escambia County Land Development Code

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.2, "Agricultural district (Agr)," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.2 - Agricultural district (Agr).

(a) ***Purpose****.* The agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

(b) ***Permitted uses****.* Permitted uses within the agricultural district are limited to the following:

(1) ***Residential.***

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

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b. Single-family dwellings (other than manufactured homes), detached only. Maximum single-family lot area within any proposed subdivision of 100 acres or more of prime farmland shall be one and one-half acres.

See also conditional uses in this district.

(2) ***Retail sales.***

a. Medical marijuana dispensing facilities. Where ancillary to cultivation or processing, dispensing of medical marijuana shall also be permitted in the Agr Zoning district.

b. No other retail sales except as permitted agricultural and related uses in this district.

(3) ***Retail services.*** No retail services except as permitted agricultural and related uses or as conditional uses in this district.

(4) ***Public and civic.***

a. Cemeteries, including family cemeteries.

b. Clubs, civic or fraternal.

c. Educational facilities, including preschools, K-12, colleges, and vocational schools.

d. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

e. Funeral establishments.

f. Places of worship.

g. Public utility structures 150 feet or less in height, including telecommunications towers.

See also conditional uses in this district.

(5) ***Recreation and entertainment.***

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Golf courses, tennis centers, swimming pools, and similar active outdoor recreational facilities, including associated country clubs.

c. Hunting clubs and preserves.

d. Marinas, private only.

e. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

f. Parks without permanent restrooms or outdoor event lighting.

g. Passive recreational uses, including hiking and bicycling.

h. Shooting ranges.

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See also conditional uses in this district.

(6) ***Industrial and related.*** Borrow pit and reclamation activities 20 acres minimum and 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.

(7) ***Agricultural and related.***

a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.

b. Agricultural processing, minor only.

c. Agricultural research or training facilities.

d. Aquaculture, marine or freshwater.

e. Farm equipment and supply stores.

f. Kennels and animal shelters on lots two acres or larger.

g. Produce display and sales of fruit, vegetables and similar agricultural products. All structures for such uses limited to nonresidential farm buildings.

h. Silviculture.

i. Stables, public or private, on lots two acres or larger.

j. Veterinary clinics. A minimum two acres for boarding animals.

(8) ***Other uses.*** Airports, private only, including crop dusting services.

(c) ***Conditional uses.*** Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the agricultural district:

(1) ***Residential.*** Group living, limited to nursing homes, assisted living facilities, hospice facilities, and other uses providing similar services, assistance, or supervision.

(2) ***Retail services.***

a. Bed and breakfast inns.

b. Medical clinics, including those providing out-patient surgery, rehabilitation, and emergency treatment.

(3) ***Public and civic.***

a. Cinerators.

b. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

c. Hospitals.

d. Offices for government agencies or public utilities.

DRAFT

e. Public utility structures greater than 150 feet in height, including telecommunications towers, but excluding any industrial uses.

f. Warehousing or maintenance facilities for government agencies or public utilities.

(4) ***Recreation and entertainment.***

a. Canoe, kayak, and float rental facilities.

b. Parks with permanent restrooms or outdoor event lighting.

c. Zoos and animal parks.

(5) ***Industrial and related.***

a. Mineral extraction, including oil and gas wells, not among the permitted uses of the district.

b. Power plants.

c. Salvage yards, not including any solid waste facilities.

d. Solid waste collection points and transfer facilities.

e. Wastewater treatment plants.

(d) ***Site and building requirements.*** The following site and building requirements apply to uses within the agricultural district:

(1) ***Density.*** A maximum density of one dwelling unit per 20 acres.

(2) ***Floor area ratio.*** A maximum floor area ratio of 0.25 for all uses.

(3) ***Structure height.*** No maximum structure height unless prescribed by use.

(4) ***Lot area.*** No minimum lot area unless prescribed by use.

(5) ***Lot width.*** A minimum lot width of 100 feet at the street right-of-way for all new lots.

(6) ***Lot coverage.*** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) ***Structure setbacks.*** For all principal structures, minimum setbacks are:

a. ***Front and rear.*** Forty feet in the front and rear.

b. ***Sides.*** On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) ***Other requirements.*** Refer to chapters 4 and 5 for additional development regulations and standards.

(e) ***Location criteria.*** The following location criteria apply to uses within the agricultural district:

(1) ***Prime farmland.*** All new or expanded uses shall be located to avoid the loss of prime farmland. Where such loss cannot be avoided, it shall be limited to five acres or ten percent of the development parcel area, whichever is greater.

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(2) ***Nonresidential uses.*** All nonresidential uses shall be located to avoid nuisance, hazard, and other adverse impacts to surrounding residential uses. Retail sales and services shall be located along collector or arterial streets. Industrial uses shall be on parcels that comply with the location criteria of the industrial (Ind) zoning district.

(f) ***Rezoning to Agr.*** Agricultural zoning may be established only within the agriculture (AG), agriculture residential (AR), and rural community (RC) future land use categories. The district is suitable for prime farmland, agriculturally used or assessed areas, large tracts of open space, woodlands, or fields, but not for areas with central sewer or highly developed street networks. The district is appropriate to provide transitions between areas zoned or used for conservation or outdoor recreation and areas zoned or used for more intense uses.

Section 4. Amendment to Chapter 3, Section 3-2.3 of the Escambia County Land Development Code

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.3, "Rural residential district (RR)," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.3 - Rural residential district (RR).

(a) ***Purpose.*** The rural residential (RR) district establishes appropriate areas and land use regulations for low density residential uses and compatible non-residential uses characteristic of rural land development. The primary intent of the district is to provide for residential development at greater density than the agricultural district on soils least valuable for agricultural production, but continue to support small-scale farming on more productive district lands. The absence of urban and suburban infrastructure is intentional. Residential uses within the RR district are largely self-sustaining and generally limited to detached single-family dwellings on large lots, consistent with rural land use and limited infrastructure. Clustering of smaller residential lots may occur where needed to protect prime farmland from non-agricultural use. The district allows public facilities and services necessary for the basic health, safety, and welfare of a rural population, and other non-residential uses that are compatible with agricultural community character.

(b) ***Permitted uses.*** Permitted uses within the RR district are limited to the following:

(1) ***Residential.***

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots four acres or larger, or on lots a minimum of one acre if clustered to avoid prime farmland.

See also conditional uses in this district.

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(2) ***Retail sales.*** No retail sales except as permitted agricultural and related uses in this district.

(3) ***Retail services.*** Bed and breakfast inns. No other retail services except as permitted agricultural and related uses or as conditional uses in this district.

(4) ***Public and civic.***

a. Cemeteries, including family cemeteries.

b. Clubs, civic or fraternal.

c. Educational facilities, K-12, on lots one acre or larger.

d. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

e. Funeral establishments.

f. Places of worship on lots one acre or larger.

g. Public utility structures 150 feet or less in height, excluding telecommunications towers.

See also conditional uses in this district.

(5) ***Recreation and entertainment.***

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Marinas, private.

d. Parks without permanent restrooms or outdoor event lighting.

e. Passive recreational uses.

See also conditional uses in this district.

(6) ***Industrial and related.*** **[Reserved.]**

(7) ***Agricultural and related.***

a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.

b. Aquaculture, marine or freshwater.

c. Farm equipment and supply stores.

d. Kennels and animal shelters on lots two acres or larger.

e. Produce display and sales of fruit, vegetables and similar agricultural products. All structures for such use limited to nonresidential farm buildings.

f. Silviculture.

DRAFT

g. Stables, public or private, on lots two acres or larger.

h. Veterinary clinics. A minimum of two acres for boarding animals.

(8) ***Other uses.*** **[Reserved.]**

(c) ***Conditional uses.*** Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the RR district:

(1) ***Residential.***

a. Group living, limited to nursing homes, assisted living facilities, hospice facilities, and other uses providing similar services, assistance, or supervision.

b. Manufactured (mobile) home parks on land zoned VR-1 prior to adoption of RR zoning.

c. Two-family dwellings (duplex) and multifamily dwellings up to four units per dwelling (triplex and quadruplex) on land zoned VR-1 prior to adoption of RR zoning.

(2) ***Retail services.*** Medical clinics, including those providing out-patient surgery, rehabilitation, and emergency treatment.

(3) ***Public and civic.***

a. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

b. Educational facilities not among the permitted uses of the district.

c. Hospitals.

d. Offices for government agencies or public utilities.

e. Public utility structures greater than 150 feet in height, and telecommunications towers of any height, excluding any industrial uses.

f. Warehousing or maintenance facilities for government agencies or public utilities.

(4) ***Recreation and entertainment.***

a. Hunting clubs and preserves.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Parks with permanent restrooms or outdoor event lighting.

d. Shooting ranges.

(5) ***Industrial and related.***

a. Borrow pit and reclamation activities 20 acres minimum and 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.

DRAFT

b. Mineral extraction, including oil and gas wells.

c. Power plants.

d. Salvage yards, not including any solid waste facilities.

e. Solid waste collection points and transfer facilities.

f. Wastewater treatment plants.

(6) ***Other uses.*** Airports, private only, including crop dusting facilities.

(d) ***Site and building requirements.*** The following site and building requirements apply to uses within the RR district:

(1) ***Density.*** A maximum density of one dwelling unit per four acres.

(2) ***Floor area ratio.*** A maximum floor area ratio of 0.25 for all uses.

(3) ***Structure height.*** No maximum structure height unless prescribed by use.

(4) ***Lot area.*** No minimum lot area unless prescribed by use.

(5) ***Lot width.*** For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 feet. The minimum width for all other new lots is 100 feet at the right-of way.

(6) ***Lot coverage.*** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) ***Structure setbacks.*** For all principal structures, minimum setbacks are:

a. ***Front and rear.*** Forty feet in the front and rear.

b. ***Sides.*** On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) ***Other requirements.***

a. ***Farm animal shelters.*** Stables or other structures for sheltering farm animals shall be at least 50 feet from any property line and at least 130 feet from any dwelling on adjacent property.

b. ***Chapters 4 and 5.*** Refer to chapters 4 and 5 for additional development regulations and standards.

(e) ***Location criteria.*** The following location criteria apply to uses within the RR district:

(1) ***Prime farmland.*** All new or expanded uses shall be located to avoid the loss of prime farmland. Where such loss cannot be avoided, it shall be limited to five acres or ten percent of the development parcel area, whichever is greater.

(2) ***Nonresidential uses.*** All nonresidential uses shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses. Retail sales and services shall be located along collector or arterial streets. Industrial uses shall be on parcels that comply with the location criteria of the industrial (Ind) zoning district

DRAFT

(f) ***Rezoning to RR.*** Rural residential zoning may be established only within the agriculture residential (AR), and rural community (RC) future land use ~~category~~ categories. The district is suitable for rural areas not used to support large farming operations due to economic viability, soil productivity, surrounding development, or similar constraints. The district is appropriate to provide transitions between areas zoned or used for agriculture, conservation, or outdoor recreation and areas zoned or used for rural mixed-use or low density residential.

Section 5. 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 6. 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 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

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Section 7. **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 THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18420 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/03/2020
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 two Request for Disposition of Property Forms 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 Forms with the Agency and reason stated.

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal Forms

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 Finance Disp. KC

Kara B. Cowen DATE: July 20, 2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Digitally signed by Kara Cowen Date: 2020.07.20 11:29:30 -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	56635	Sharp Fax	97101641	FO-DC535	2009	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: _____

Date: _____

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk and Comptroller

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 11.19.15

Kara Cowen (COC)

From: Holly Reese (COC)
Sent: Friday, July 10, 2020 4:48 PM
To: Kara Cowen (COC)
Cc: Tammy Plant (COC)
Subject: PN56635 - Sharp Fax Model FO-DC5

Kara,
We no longer have a phone line for the fax machine or need for a fax in Disbursements. We need to dispose of the fax machine. Do you have paperwork to handle before we ask IT to remove it?

56635	SHARP FAX MODEL FO-DC5	4/1/2009	1,118.00	FO-DC535	97101641	COPY PROD ID #21643
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Thanks, in advance.

Holly Reese, CPA
Disbursements Manager
Financial Disbursements
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
850-595-4841
hreese@escambiaclerk.com
www.EscambiaClerk.com

NOTICE: 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.

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Pam Childers, Clerk & Comptroller COST CENTER NO: Traffic

Kara B. Cowen DATE: August 6, 2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Digitally signed by Kara Cowen Date: 2020.08.06 14:43:56 -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	58644	CANON ROTARY MICROFILMER	AU3000456	550di	2010	OBSOLETE

Disposal Comments: The equipment is obsolete. Auction or send to the electronic recycling program.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk & Comptroller

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

COC Disposal

Kara Cowen (COC)

From: Donna Oquist (COC)
Sent: Thursday, August 6, 2020 8:54 AM
To: Kara Cowen (COC)
Subject: Rotary Film Reader in Traffic

Hi Kara,
There is a Canon Rotary Film Reader that has been in the vault room since I transferred to Traffic. The property number is 58644. I have discussed with Brenda Van Brussel and we are going to dispose of the item. I know you need the property tag. What else do you need from me?

Thanks so much for your assistance and have a great day!
Donna

Donna Oquist, Manager, Traffic and Collections
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola, FL 32502
850-595-4311
doquist@EscambiaClerk.com
www.EscambiaClerk.com

NOTICE: 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.

SELECTION CRITERIA: assets.tagno='58644'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
58644	MICROFILMER CANON ROTARY 550II	FUNDING GENERAL	CAPITAL ASSET Y		EST LIFE 3	DEP LIFE
-000	MFR CANNON	CLS M	VENDOR MICROSCAN		DEP N POST DP N	DEP METH
	MODEL 550DI	CAT 107	PO 02010258	UNITS 1	SALVAGE VALU	.00
	S/N AU3000456	LOC TRAFFIC	CHECK 26318	UN CST 3675.00	ACCUM DEP	3675.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 06/30/10	COST 3675.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS RETIRED	DPT TRAFFIC	INS CO		DEP BASIS	3675.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/13
	TO DISPOSE OF				SALE AMOUNT	.00
					RETIRED DATE	11/07/19

DISTRIBUTION INFORMATION

FUNCTION SPI	SPI DEFAULT	ACTIVITY SPI	SPI DEFAULT	DEP ORGN	ACCOUNT	PCT
						1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	3,675.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	3,675.00
SALE AMOUNT	.00

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

MEMORANDUM

TO: Kara Cowen, Financial Reporting/Grants

FROM: Donna Oquist, Traffic Manager

DATE: August 6, 2020

RE: Disposal of Canon Rotary Filmer 550 DII

Kara,
Per our email conversation, I am requesting disposal of a Canon Rotary Filmer, 550 DII.
Property tag #58644 is affixed to this memo.

Thank you-
Donna Oquist

Traffic Division • 190 W. Government Street • Post Office Box 333 • Pensacola, FL 32591-0333
Telephone 850-595-4150 • Traffic@EscambiaClerk.com

SELECTION CRITERIA: assets.tagno='56635'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
56635	SHARP FAX MODEL FO-DC5		FUNDING	GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR SHARP	CLS M	VENDOR	COPY PRODUCTS		DEP N POST DP N	DEP METH
	MODEL FO-DC535	CAT 110	PO	20090323	UNITS 1	SALVAGE VALU	.00
	S/N 97101641	LOC FINDISB	CHECK	60025167	UN CST 1118.00	ACCUM DEP	1118.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE	04/01/09	COST 1118.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS ACTIVE	DPT FIN DISB	INS CO	FINANCE		DEP BASIS	1118.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/12
	COPY PROD ID #21643					SALE AMOUNT	.00
						RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION SPI	SPI DEFAULT	ACTIVITY SPI	SPI DEFAULT	DEP ORGN	ACCOUNT	PCT
						1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,118.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,118.00
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18445 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/03/2020
Issue: Request for Disposition of Property
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property Form for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed 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.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property Form has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The Public Safety Department will coordinate with Fleet Maintenance for proper disposal of items.

Attachments

Request for Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: Various

Tamika Williams DATE: 8/17/20

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	34572	Terminal Paging System		901-9030	1988	poor
Y	58230	911 Call Stat sign	DY10949	416OC	2009	poor
N	N901004	E-911 Mapping		Orion	2010	Outdated
N	N901019	Cassidian Vesta		Cassidian	2013	Parts
Y	48068	MTR 2000 Radio		T5544	1999	Poor

Disposal Comments: 34572 & 58230 already disposed of by the Sheriff's Dept. The E-911 equipment is outdated and IT are utilizing it for parts. 48068 Radio is inoperable.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/17/20

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Jason Rogers

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-18474 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/03/2020
Issue: Community Redevelopment Agency Meeting Minutes, August 6, 2020
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 6, 2020 - Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

BACKGROUND:
On September 3, 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

CRA AUG MIN_Sept2020

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
August 6, 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
Robert Bender, Commissioner, District 4
Steven Barry, Commissioner, District 5

Staff Present: Alison Rogers, County Attorney
Janice Gilley, County Administrator
Clara Long, Department Director

Call to Order. 9:00 a.m.

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

Proof of publication

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

I. Public Forum

II. Technical/Public Service

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

That the Board accept for filing with the Board's Minutes, the August 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

Motion made by Commissioner, District 5, Steven Barry, Seconded by Commissioner, District 2, Doug Underhill

Vote: 4-0, with Commissioner, District 4, Robert Bender off the Dias

III. Budget/Finance

1 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 five 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
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. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 5, Steven Barry, Seconded by Commissioner, District 2, Doug Underhill

Vote: 4-0, with Commissioner, District 4, Robert Bender off the Dias

2 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 Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Property Owner:

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

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 2, Doug Underhill

Vote: 4-0, with Commissioner, District 4, Robert Bender off the Dias

IV. Discussion/Information Items

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

That the Board review and approve the following action 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 1 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 2 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 1 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 2 YEAR LIEN	Applicants are allowed funding for sanitary sewer connections only.

Motion made by Commissioner, District 5, Steven Barry, Seconded by Commissioner, District 2, Doug Underhill
Vote: 5-0

V. Adjournment

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17009 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Community Development Block Grant Agreement with Escambia County Human Relations Commission
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Community Development Block Grant Agreement with the Escambia County Human Relations Commission - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant Agreement with the Escambia County Human Relations Commission:

A. Approve the Community Development Block Grant Agreement with the Escambia County Human Relations Commission (HRC), in the amount of $48,680.67, to provide for fair housing services through September 2021, subject to Legal review and sign-off; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents required to implement the program.

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER.

Vendor/Agency	Funding	Amount	Contract
Escambia County Human Relations Commission	Fund 129/2018 CDBG, Cost Center 370232	$48,680.67	N/A

BACKGROUND:

In 2018, the Board approved $48,750 in the HUD Annual Action Plan to support fair housing activities. A balance of $48,680.67 remains available to support the Escambia County Human Relations Commission (HRC) through September 2021. Funds will be used to support a Fair Housing Specialist and provide fair housing services to the community, primarily targeting services to low and moderate

income persons. HRC will continue to administer the County's Fair Housing Ordinance to provide fair and equal access to housing for all persons. HRC activities are supportive of the Federal Fair Housing law and the State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State.

BUDGETARY IMPACT:

The $48,680.67 in CDBG Program funding through September 2021 is budgeted in Fund 129/CDBG, Cost Center 370232. County general funds have also been provided to HRC.

Vendor/Agency	Funding	Amount	Contract
Escambia County Human Relations Commission	Fund129/2018 CDBG, Cost Center 370232	$48,680.67	N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement is being approved subject to legal review and sign-off and will be submitted under separate cover.

PERSONNEL:

Staffing will be provided by the HRC through this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required by HUD for recipient agencies, which must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Implementation will be handled by the Neighborhood Enterprise Division (NED) in coordination with the HRC.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18480 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Contract Award for SHIP Housing Rehabilitation Services for 204 Tower Drive
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 204 Tower Drive - 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 204 Tower Drive:

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 Rochelle McCall, Owner; per the terms and conditions of NED S-R-2020-18, NED SHIP Housing Repair for 204 Tower Drive, for a bid of $32,750; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
David H. Griffin Enterprises, LLC	Fund 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-18
	Fund 124/Affordable Housing, Cost Center 370290	$2750	

BACKGROUND:

An Invitation to Bid for project NED S-R-2020-18, NED SHIP Housing Repair for 204 Tower Drive was published on Vendor Registry on June 31, 2020 (Exhibit I), and accessed by 90 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on August 7, 2020, at the property, which was attended by four firms. Sealed bids were received from two firms by the August 14, 2020 deadline, with bids opened on August 17, 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 $32,750.

Repairs for this property will include complete electrical rewire to include addition of smoke and carbon monoxide detectors, GFI receptacles, and lighting fixtures; installation of a new water heater; installation of new kitchen and bath plumbing; installation of new HVAC; installation of vented range hood; replacement of 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 120/2019 SHIP, Cost Center 370206	$30,000	NED-S-R-2020-18
	Fund 124/Affordable Housing, Cost Center 370290	$2750	

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 204 Tower
Ex II-Bid Tab 204 Tower
Ex III-SHIP Agreement 204 Tower

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: Deadline Expired

Solicitation Type: Sealed Solicitation

Solicitation: NED S-R-2020-18

Solicitation Request: NED SHIPHOUSING REPAIR FOR 204 TOWER DRIVE

Deadline: 8/14/2020 12:00 PM (Central Daylight Time)

Pre-Bid Meeting-Date: 8/7/2020 8:30 AM

Pre-Bid Meeting-Details: A mandatory pre-bid conference will be held at the project site located at 204 Tower Drive.

Description:
NED SHIP single family housing rehabilitation project for Rochelle P McCall located at 204 Tower Drive, Pensacola, Florida 325034. Repairs include plumbing, electrical, mechanical 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
- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments
- Painting, Maintenance And Repair Services, Including Caulking

COPY TO CONTRACT | COPY TO BID EVALUATION

- Remodeling And Alteration Services

Documents:

- SHIP Housing Repair Specs-Rochelle McCall.pdf
- 20200807092005.pdf

Notified Vendors:

- 7/31/2020 - 850 Paint Pro (rick850@gmail.com)
- 7/31/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 7/31/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 7/31/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 7/31/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
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- 7/31/2020 - E. O. Koch Construction Co. (mike@eokoch.com)

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- 7/31/2020 - Rowe Roofing (cole@roweroofing.com)
- 7/31/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 7/31/2020 - southeastern coatings & waterproofing Inc (david@southeasterncoatings.com)
- 7/31/2020 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 7/31/2020 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 7/31/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 7/31/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 7/31/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 7/31/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 7/31/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 7/31/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 7/31/2020 - Tompkins Painting, Inc (tompkinspaintingestimator@gmail.com)
- 7/31/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 7/31/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 7/31/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 7/31/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 7/31/2020 - Vercetti Enterprises (dv@vercetti.net)
- 7/31/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
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- 8/7/2020 - Rowe Roofing (cole@roweroofing.com)
- 8/7/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 8/7/2020 - southeastern coatings & waterproofing Inc (david@southeasterncoatings.com)
- 8/7/2020 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 8/7/2020 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 8/7/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)

COPY TO CONTRACT COPY TO BID EVALUATION

- 8/7/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 8/7/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 8/7/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 8/7/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 8/7/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 8/7/2020 - Tompkins Painting, Inc (tompkinspaintingestimator@gmail.com)
- 8/7/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 8/7/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 8/7/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 8/7/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 8/7/2020 - Vercetti Enterprises (dv@vercetti.net)
- 8/7/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 8/7/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Online Submissions: (2)

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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: 08/17/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-18
Solicitation Name: NED SHIP Housing Repair for 204 Tower Drive

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders Inc	$35,590.00	N/A	N/A	$35,590.00
David Griffin H. Enterprises LLC	$32,750.00			$32,750.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to David H. Griffin Enterprises, LLC for the base bid of $32,750.00

Status: Under Review
BCC Meeting Date: 09/03/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between _Rochelle McCall___ (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 _204 Tower Drive, 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 $ 32,750.00 [comprised of $30,000 in SHIP funds and $2750 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request 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. <u>Termination.</u>

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the 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	Rochelle McCall	David H. Griffin Enterprises, LLC
Neighborhood Enterprise Division	204 Tower Avenue	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 Road Cantonment, FL 32533	**Name, Address, City, State, Zip:** Rochelle McCall 204 Tower Drive Pensacola, FL 32533
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 08/14/2020	**Date of Acceptance:** 09/03/2020

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: 08-19-2020

EXHIBIT A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Rochelle P. McCall	**JOB #:**	NED S-R-2020-18
ADDRESS:	204 Tower Drive	**DATE PREPARED:**	07/20/20
	Pensacola, Florida 32534	**OPENING DATE:**	07/31/20
PHONE:	850-288-7455	**CLOSING DATE:**	08/14/20
		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 and Doors

All measurements are for reference only and should be confirmed by the bidder

<u>Mandatory on Site Pre-Bid Conference</u>: Friday, August 07, 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 or Hand-delivery. Hand-delivery of sealed bids may be accepted by appointment only and must be in a sealed envelope and delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502. 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 THIR 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.

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
Rochelle P. McCall
204 Tower Drive
Pensacola, FL 32534
PAGE 1

GENERAL:
▪ The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.
▪ There is no Federal Funding on this project.

DEN: 12’4”X11’X8’
Detach and re-install paneling and trim as required to perform code upgrades.

LIVING ROOM: 15’X11’X8’

KITCHEN/DINING ROOM: 18’X12’6”X8’
Replace 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 set that is keyed alike on new exterior door.
Install new storm door matching existing as close as possible with like, kind and quality.
Paint exterior of new door unit and any new exterior trim work.

LAUNDRY/STORAGE ROOM: 11’X12’X8’
Replace 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 set that is keyed alike on new exterior door.
Detach and reset storm door.
Paint exterior of new door unit and any new exterior trim work.

HALL:13’4”x3’x8’

HALL BATH: 5’x9’x8’

FRONT CENTER BEDROOM: 10’X11’X8’

FRONT CORNER BEDROOM: 11’X10’X8’

REAR CORNER BEDROOM: 11’X11’X8’

BACK BATH: 4'X6'X8'
Remove existing lighted medicine cabinet and prep for new wall mounted light.
Install style Selections medicine cabinet model #12024-1 or equivalent.

PLUMBING:
Install a new 40 gallon gas water heater in existing location as per Escambia County Code.
Install new washer box as per Escambia County Code.
Install 2 new Delta vanity sink faucets with pop up drains model 520-SSMPU-DST or equivalent.
Install 1 new Delta shower faucet with valve model T13220-SS or equivalent with retro fit plate.
Install 2 new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new seats or equivalent.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install all new ¼ turn brass valves on fixtures as required.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilets, vanities and kitchen sink.

ELECTRICAL:
Remove existing electrical wiring and metal boxes. Re-wire total 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 receptacles.
Unit shall have 2 exterior receptacles, one on front and one on the back, consult homeowner for location.
Lighting Schedule:
Living room and bedrooms, Hampton Bay Glendale ceiling fan model AM212O or equivalent.
Kitchen, Lithonia Lighting model FMFL30840SATLBZ or equivalent.
Dining, Hampton Bay Glendale ceiling fan model AM212O, Hampton Bay Pendant model 16658 or equivalent.
Storage, Hampton Bay model FZP8012A or equivalent.
Hallway, Hampton Bay model FZP8012A or equivalent.
Bathrooms, Volume Lighting model V1124-79 or equivalent.
Exterior entries, Newport Coastal model 7974-01B or equivalent.

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 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 new gas fired HVAC system with air handler using existing duct work, registers and grills.
Return air grill is to be removable filter type with filter installed.
Existing air handler space may need to be modified to meet Escambia County Code.
Gas line is to meet current Escambia County Code.
Install new Broan 4000 series 36” vented range hood or equivalent, vented to atmosphere as per Escambia County Code.

INTERIOR WALLS AND CEILINGS:
Repair all 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-18475 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Residential Roof Program Funding and Lien Agreements
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Roof Program Funding and Lien Agreements - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following September 3, 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 Roof Program Funding and Lien Agreements:

A. Approving the Residential Roof Program Funding and Lien Agreements between Escambia County CRA and Property Owners; and

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Ella Mae Walker	1127 West Maxwell Street	151	Englewood CRA-370117	Roof Replacement	$8,711
Stephanie Neal	707 Loire Way	151	Palafox CRA - 370115	Roof Replacement	$13,764.50

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 Roof Grant program is to provide improvements to low-income residents with replacement of damaged roofs which in turn will upgrade the appearance, property values, and economic activity for residential properties within the designated Palafox and Englewood CRA areas. The Scope of Work included, but is not limited to, removal of all existing shingles, rotten

wood, underlayment and drip-edge to expose decking, and inspect vent boots. Repair of degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles. Additional improvements may or may not include replacing soffits, fascias, rafters, and vents. A rendering of each project is attached.

On September 3, 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
Ella Mae Walker	1127 West Maxwell Street	151	Englewood CRA - 370117	Roof Replacement	$8,711
Stephanie Neal	707 Loire Way	151	Palafox CRA - 370115	Roof Replacement	$13,764.50

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

Agreements_Walkers_Sept2020

Agreements_Neal_Sept2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **September,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ella Mae Walker,** (the "Recipient"), owner(s) of residential property located at **1127 W. Maxwell Street,** Pensacola, Florida, **32501.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of 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 true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$8,711** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **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.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date

that the Lien Agreement is recorded in the public records, or conveyance of any interest in the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any 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 notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **Notice.** Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Ella Mae Walker
1127 W. Maxwell Street
Pensacola, Florida 32501

All notices shall be sent by certified mail, return receipt requested.

15. **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.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. 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.

18. 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.

19. 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.

20. 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.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst County Attorney
Date: July 17, 2020

For Recipient:

Ella Mae Walker

Ella Mae Walker, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 13 day of July, 2020 by **Ella Mae Walker**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

EXHIBIT 1

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Ella Mae Walker**
Property Address: **1127 W. Maxwell Street, Pensacola, Florida 32501**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ella Mae Walker	**1127 W. Maxwell Street**	**17-2S-30-1600-531-053**
An Unmarried Woman	**Pensacola, Florida 32501**	

Total Amount of Lien **$8,711**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Warranty Deed** recorded in Official Record Book **3580** at page **806** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years from the date this Lien Agreement is recorded in the public records. Upon documentation of compliance with the provisions of this Lien Agreement and the Escambia County **Residential Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

Ella Mae Walker
Ella Mae Walker, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13 day of July, 2020 by **Ella Mae Walker**, Property Owner. He/She (__) is personally known to me or (___) has produced FL Drivers License as identification.

Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 17, 2020

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Ella Mae Walker** (hereinafter referred to as "Owner"), and **Bill Walther Roofing, Inc.** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **1127 W. Maxwell Street, Pensacola, Florida 32501** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$7,670** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Megan Polk	Ella Mae Walker	Bill Walther Roofing, Inc.
Community Redevelopment Agency	1127 W. Maxwell Street	4941 Horace Lunsford Road
221 Palafox Place, Suite 305	Pensacola, Florida 32501	Milton, Florida 32570
Pensacola, Florida 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor: William Walther	**Signature of Owner:** Ella Mae Walker
Firm Name, Address, City, State, Zip: **Bill Walther Roofing, Inc.** **4941 Horace Lunsford Road** **Pensacola, Florida 32570**	**Name, Address, City, State, Zip:** **Ella Mae Walker** **1127 W. Maxwell Street** **Pensacola, Florida 32501**
FL and County License No.: CCC 1330769	
Witness: Meg Re **Witness:** Clara Long	**Witness:** Sherry Dubsey **Witness:** Tiffy A. R
Date of Bid: April 22,2020	**Date of Acceptance: April 22, 2020**

ESCAMBIA COUNTY, FLORIDA:

By: Janice P Gilley
County Administrator or Designee

Date: 6-9-20

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner Name: Ella Mae Walker

Contractor: Bill Walther Roofing + Construction

Address: 1127 W. Maxwell Street

Contractor PH#: 850-516-0755

PH#: 850-438-2633 or 850-723-8423

Total SF: 1,501

Pre-Bid Meeting (Date & Time): 4/15/2020-9am

Bid Close (Date & Time): 4/22/2020-5pm

Description: Roof Replacement

- Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots
- Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles
- Replace leaf vents at rear of the house

Cost of Labor: $ 4602.00

Cost of Materials: $ 3068.00

Total Cost: $ 7670.00

Property Owner Signature Ella Mae Walker

Contractor Signature Walther Walth

BILL WALTHER
ROOFING, INC.

4941 Horace Lunsford Rd • Milton, FL 32570
(850) 432-2029 • Cell 516-3788
Fax (850) 981-3853 • rebeckawalther@yahoo.com
CCC1330769 or 723-8423

NAME: Ella Mae Walker	PHONE: 438-2633	DATE: 4-7-2020
ADDRESS: 1127 W. Maxwell Street	JOB LOCATION:	
CITY: Pensacola, FL STATE:	Shingle Color:	

SHINGLE ROOFING

- [x] 1. Remove one layer of Shingles and Felt.
- [x] 2. Replace 1 Sheet of Plywood, included in price 63.00 per sheet for additional wood.
- [x] 3. Install one ply of Gorilla Guard, Resisto, or synthetic.
- [x] 4. Install Resisto in the valley.
- [ ] 5. Install 25 or 30 year, 3-Tab Shingles.
- [x] 6. Install Limited Lifetime Dimensional Shingles.
- [x] 7. Remove & Haul Away All Roofing Debris.
- [x] 8. Renail Plywood Deck Where Needed
- [ ] 9. Reflash Fireplace.
- [ ] 10. Remove Turbines. Qty.(Ø)
- [x] 11. Install Eave-drip. Qty.(24pcs) Color: (Brown) Style: (2½")
- [x] 12. Install Ridge Vent. Color: (Shingle) Qty.(14pcs)
- [x] 13. 750 Vents . Qty.(2)
- [x] 14. Plumbing Boots. Qty.(3)
- [ ] 15. Pitch Vents. Qty.(Ø)
- [ ] 16. Goosenecks. _____" Qty.(Ø)
- [x] 17. 5 Year Leak Warranty

FLAT ROOFS

- [ ] 1. 3 ply Fiberglass Built-up Hot Tar
- [ ] 2. Self-Adhered Modified
- [ ] 3. New Eave Metal
- [ ] 4. Torch Modified Bitumen
- [ ] 5. 5 Year Leak Warranty
- [ ] 6. Tapered Insulation _____" on 12"
- [ ] 7. Remove Roofing Debris

METAL ROOFS

- [ ] 1. P.B.R. Panels Metal
- [ ] 2. Tuff Ribbed Metal
- [ ] 3. Standing Seam Metal
- [ ] 4. 5 V. Crimp Metal
- [ ] 5. New Gorilla Guard
- [ ] 6. 5 Year Leak Warranty
- [ ] 7. New Eave Metal
- [ ] 8. New Secondary Water Barrier
- [ ] 9. Remove All Roofing Debris
- [ ] 10. 1 Layer of Shingles or Roofing Material installed per Manf. Spec.

ADDITIONAL SPECIFICATIONS: (NOT RESPONSIBLE FOR CONCRETE DRIVEWAYS)

PRICE GOOD FOR 30 DAYS

- [ ] 1. 9.95 /LF for Wall Flashing
- [ ] 2. 5.50 /LF for 2X Material
- [ ] 3. 3.00 /LF for 1x6 Decking
- [ ] 4. 5.50 /LF for 1 x 6 Fascia
- [ ] 5. 63.00 /Sheet for ½" Plywood

Replace Gutter screens on Rear gutter Included

1 sheet Decking Included, All other wood work will incur extra Charges

WE PROPOSE hereby to furnish materials and labor - complete in accordance with the terms and conditions for the sum of:

Seven Thousand Six Hundred Seventy + 00/100 DOLLARS ($ 7670.00)

PAYMENT DUE UPON COMPLETION OF THE JOB UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. CUSTOMER RESPONSIBLE FOR ALL LAWYER FEES ASSOCIATED WITH COLLECTING MONEY FOR NON PAYMENT.

AUTHORIZED REPRESENTATIVE: Wayne Wilson 516-0755

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE 6-5-20 Owner's Signature

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: 7-9-2020

Homeowner(s): Ella Mae Walker
Address: 1127 W. Maxwell St. Pensacola, FL

The following changes to the above contract are hereby made based upon the following justification:
Decking Plywood improperly installed w/ Plywood rot, Framing rot

Change order scope of work (or attach specifications as necessary):

SUMMARY

Original Contract Amount:	7670
Previous Additions (Change Order No.___)	
Previous Deletions (Change Order No.___)	
Current Contract Amount:	7670.00
+ Change Order Amount:	1041.00
New Contract Amount:	8711.00
Cumulative Percent (✓) Increase ( ) Decrease	12%

Original Start Date (NTP):	7-8-2020
Original Contract Period:	30 Days
Previous Completion Date:	7-8-2020
This Change Order (✓) Increase ( ) Decrease	1-Day
New Contract Period	
New Completion Date	7-9-2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $25,000, whichever is greater.

HOMEOWNER(S):

Ella Mae Walker
Homeowner Signature

Ella Mae Walker 7/9/2020
Print Name Date

Homeowner Signature

Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

Program Manager

Megan Polk 7/9/2020
Print Name Date

Clara Long
Division Manager

Clara Long 7/9/20
Print Name Date

CONTRACTOR:

William Walther
Signature

William Walther 7-9-2020
Print Name Date

Bill Walther Roofing & Construction Inc.
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Bill Walther Roofing Inc.

4941 Horace Lunsford Road
Milton, FL 32570
P: 850-432-2029
F: 850-981-3853
Email Rebeckawalther@yahoo.com
Website www.billwaltherroofing.com

Bill To:Ella Walker
1127 W. Maxwell St.

Invoice #: 16927
Invoice Date: 7/09/2020

Reroof Home

Item #	Description	Qty	Unit Price	Discount	Price
	Original Contract Amount				$ -
1	Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots ;Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles ;Replace gutter screens on rear of home				$ 7,670.00
	Change Order Below				$ -
2	Replace Plywood as Needed	16	$ 65.00		$ 1,040.00
3	Replace Framing Rot 2x4	12	$ 5.50		$ 66.00
4	Plywood Credit From Proposal	1	$ (65.00)		$ (65.00)
					$ -
					$ -
					$ -
					$ -

Invoice Subtotal	$ 8,711.00
Tax Rate	
Sales Tax	$ -
Other	
Deposit Received	
TOTAL	$ 8,711.00

Make all checks payable to Bill Walther Roofing Inc..
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Ella Mae Walker**, as owner of the unit located at **1127 W. Maxwell Street, Pensacola, FL 32501,** certify and accept all work as performed and contracted by, **Bill Walther Roofing, Inc.** as complete and satisfactory. I hereby authorize final payment to **Bill Walther Roofing, Inc.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Bill Walther Roofing, Inc.,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **July 9, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Ella Mae Walker** 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 **Bill Walther Roofing, Inc.,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Bill Walther Roofing, Inc.** regarding necessary warranty work.

DATE: 7-13-2020

Ella Mae Walker
HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

850-516-3788
CONTRACTOR'S PHONE NUMBER

ESCAMBIA COUNTY REPRESENTATIVE

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Wayne Wilson [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the Manager [*title of affiant*], of **Bill Walther Roofing, Inc.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Ella Mae Walker** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of **$8,711**.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due

Signed, sealed, and delivered this 13 day of July, 2020.

By: Wayne Wilson

Name of Affiant: Wayne Wilson

Title of Affiant: Manager

Bill Walther Roofing, Inc.
Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ☐ online notarization, this 13 day of July, 2020 by Wayne Wilson, [*name of affiant*]. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification and did take an oath.

FL DL: W425-937-71-451-0

Signature of Notary Public

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.
(Notary Seal)

Megan Trinarian Polk
Printed Name of Notary Public

PURCHASE ORDER NO. 201538

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
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 06/16/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001457	REQ. DATE: 06/12/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CRA	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGLES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT ARONG ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT.VR Quote #: CRA_IBRP_MP		
01	1.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 1127 W. MAXWELL ST LOCATED WITHIN THE ENGLEWOOD CRA DISTRICT.	7670.0000	7,670.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370117	53401	7,670.00	

PAGE TOTAL $ 7,670.00
TOTAL $ 7,670.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 201538-1

CHANGE DATE: 07/10/20

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

Copy

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

PDF

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/C
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 06/16/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001457	REQ. DATE: 06/12/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS CO IS TO PROVIDE ADDITIONAL DECKING PLYWOOD TO REPLACE ROTTEN WOOD FOR ROOFING SERVICES TO 1127 MAXWELL ST TO COMPLETE THE ROOF WITHIN IN THE ENGLEWOOD CRA PREVIOUS PURCHASE ORDER TOTAL DOLLARS: $7670 NET DOLLARS ADDED $1041 NEW PURCHASE ORDER TOTAL DOLLARS $8711		
01	.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 1127 W. MAXWELL ST LOCATED WITHIN THE ENGLEWOOD CRA DISTRICT.	1041.0000	1,041.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370117	53401	1,041.00	

PAGE TOTAL	$	1,041.00
TOTAL	$	1,041.00

PDF Copy

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

1127 W. Maxwell Street – Ella Mae Walker
Roof Replacement

Before Photo

After Photo

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **September,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Stephanie Neal,** (the "Recipient"), owner(s) of residential property located at **707 Loire Way,** Pensacola, Florida, **32505.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of 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 true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$13,764.50** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **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.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date

that the Lien Agreement is recorded in the public records, or conveyance of any interest in the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any 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 notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **Notice.** Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Stephanie Neal
707 Loire Way
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

15. **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.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. 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.

18. 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.

19. 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.

20. 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.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 21, 2020

For Recipient:

S. Neal

Stephanie Neal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 10 day of July, 2020 by **Stephanie Neal**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

EXHIBIT 1

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Stephanie Neal**
Property Address: **707 Loire Way, Pensacola, Florida 32505**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Stephanie Neal	**707 Loire Way**	**10-2S-30-1001-003-006**
An Unmarried Woman	**Pensacola, Florida 32505**	

Total Amount of Lien **$13,764.50**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Personal Representative's Deed** recorded in Official Record Book **5314** at page **416** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years from the date this Lien Agreement is recorded in the public records. Upon documentation of compliance with the provisions of this Lien Agreement and the Escambia County **Residential Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

S. Neal

Stephanie Neal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 10 day of July, 2020 by **Stephanie Neal**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____

Title: Asst. County Attorney

Date: July 15 2020

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Stephanie Neal** (hereinafter referred to as "Owner"), and **Bill Walther Roofing, Inc.** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **707 Loire Way, Pensacola, Florida 32505** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$9,040** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Megan Polk	Stephanie Neal	Bill Walther Roofing, Inc.
Community Redevelopment Agency	707 Loire Way	4941 Horace Lunsford Road
221 Palafox Place, Suite 305	Pensacola, Florida 32505	Pensacola, Florida 32570
Pensacola, Florida 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor: Bill Walther	**Signature of Owner:** Jr. Neal
Firm Name, Address, City, State, Zip: **Bill Walther Roofing, Inc.** **4941 Horace Lunsford Road** **Pensacola, Florida 32570**	**Name, Address, City, State, Zip:** **Stephanie Neal** **707 Loire Way** **Pensacola, Florida 32505**
FL and County License No.: CCC 1330769	
Witness: Meg R **Witness:** Clara Long	**Witness:** Sherry Duffey **Witness:** Lily A. B
Date of Bid: April 22,2020	**Date of Acceptance: April 22, 2020**

ESCAMBIA COUNTY, FLORIDA:

By: Janice P Gilley
County Administrator or Designee

Date: 6-9-20

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner Name: Stephanie Neal

Address: 707 Loire Way

PH#: 850-287-1277

Contractor: Bill Walther Roofing + Construction

Contractor PH#: 850-516-0755

Total SF: 1,593

Pre-Bid Meeting (Date & Time): 4/15/2020-9am

Bid Close (Date & Time): 4/22/2020-5pm

Description: Roof Replacement

- **Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots**
- **Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles**
- **Repair soffit and fascia around structure; and paint**
- **Replace 10ft. of wood soffit and fascia on back patio (10x12); and paint**
- **Replace 10ft. of vinyl soffit and fascia on back patio (10x12)**
- **Flashing over patio top**

Cost of Labor: $5424.00

Cost of Materials: $3616

Total Cost: $9040.00

Property Owner Signature S. Neal

Contractor Signature Bill Walther

BILL WALTHER
ROOFING, INC.

4941 Horace Lunsford Rd • Milton, FL 32570
(850) 432-2029 • Cell 516-3788
Fax (850) 981-3853 • rebeckawalther@yahoo.com
CCC1330769

NAME: Stephanie Neal	PHONE: 287-1277	DATE: 4-7-2020
ADDRESS: 707 Loire Way	JOB LOCATION:	
CITY: Pensacola, FL STATE: 32505	Shingle Color:	

SHINGLE ROOFING

- ☑ 1. Remove one layer of Shingles and Felt.
- ☑ 2. Replace 1 Sheet of Plywood, included in price to 3.00 per sheet for additional wood.
- ☑ 3. Install one ply of Gorilla Guard, Resisto, or synthetic. 4/12 Pitch
- ☐ 4. Install Resisto in the valley.
- ☐ 5. Install 25 or 30 year, 3-Tab Shingles.
- ☑ 6. Install Limited Lifetime Dimensional Shingles.
- ☑ 7. Remove & Haul Away All Roofing Debris.
- ☑ 8. Renail Plywood Deck Where Needed
- ☐ 9. Reflash Fireplace.
- ☐ 10. Remove Turbines. Qty.(Ø)
- ☑ 11. Install Eave-drip. Qty.(20pc.)
  Color: (White) Style: (2 ½")
- ☑ 12. Install Ridge Vent.
  Color: (Shingle) Qty.(12pc.)
- ☑ 13. 750 Vents . Qty.(1)
- ☑ 14. Plumbing Boots. Qty.(3)
- ☑ 15. Pitch Vents. Qty.(3)
- ☐ 16. Goosenecks. _____" Qty.(Ø)
- ☑ 17. 5 Year Leak Warranty

FLAT ROOFS

- ☐ 1. 3 ply Fiberglass Built-up Hot Tar
- ☐ 2. Self-Adhered Modified
- ☐ 3. New Eave Metal
- ☐ 4. Torch Modified Bitumen
- ☐ 5. 5 Year Leak Warranty
- ☐ 6. Tapered Insulation _____" on 12"
- ☐ 7. Remove Roofing Debris

METAL ROOFS

- ☐ 1. P.B.R. Panels Metal
- ☐ 2. Tuff Ribbed Metal
- ☐ 3. Standing Seam Metal
- ☐ 4. 5 V. Crimp Metal
- ☐ 5. New Gorilla Guard
- ☐ 6. 5 Year Leak Warranty
- ☐ 7. New Eave Metal
- ☐ 8. New Secondary Water Barrier
- ☐ 9. Remove All Roofing Debris
- ☐ 10. 1 Layer of Shingles or Roofing Material installed per Manf. Spec.

ADDITIONAL SPECIFICATIONS: (NOT RESPONSIBLE FOR CONCRETE DRIVEWAYS)

PRICE GOOD FOR 30 DAYS

- ☐ 1. 9.95 /LF for Wall Flashing
- ☐ 2. 5.50 /LF for 2X Material
- ☐ 3. 3.00 /LF for 1x6 Decking
- ☐ 4. 5.50 /LF for 1 x 6 Fascia
- ☐ 5. 63.00 /Sheet for ½" Plywood

Repair Soffit + Facia + Paint, Replace 10' Soffit Facia + Paint, Replace 10' Vinyl Soffit, Facia
Remove + Reset 10x12 Patio Top, New Flashing over Patio Top Included
1 sheet Decking Included, All other wood work will incur extra charges

WE PROPOSE hereby to furnish materials and labor - complete in accordance with the terms and conditions for the sum of:
Nine Thousand Fourty + 00/100 DOLLARS ($ 9040.00)

PAYMENT DUE UPON COMPLETION OF THE JOB UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. CUSTOMER RESPONSIBLE FOR ALL LAWYER FEES ASSOCIATED WITH COLLECTING MONEY FOR NON PAYMENT.

AUTHORIZED REPRESENTATIVE: Wayne Wilson 516-0755

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE _____ **Owner's Signature** _____

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: July 1, 2020

Homeowner(s): Stephanie Neal
Address: 707 Loire Way
Pensacola, FL 32505

The following changes to the above contract are hereby made based upon the following justification:
Wood rot rafters, Wood rot Facia, Aluminum Facia, Credit 1X4 Decking

Change order scope of work (or attach specifications as necessary):
Replace wood rot Install Facia, Install Aluminum Facia Install Decking

SUMMARY

Original Contract Amount:	9040.00
Previous Additions (Change Order No. 1)	
Previous Deletions (Change Order No.)	
Current Contract Amount:	9040.00
+ Change Order Amount:	4724.50
New Contract Amount:	13,764.50
Cumulative Percent (✓) Increase ( ) Decrease	52%

Original Start Date (NTP):	June 30, 2020
Original Contract Period:	July 30, 2020
Previous Completion Date:	July 2, 2002
This Change Order (✓) Increase ( ) Decrease	
New Contract Period	July 30, 2020
New Completion Date	July 3, 2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $25,000, whichever is greater.

HOMEOWNER(S):

S. Neal
Homeowner Signature

Stephanie neal 7/1/20
Print Name Date

Homeowner Signature

Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

Program Manager

Megan Polk 7/7/2020
Print Name Date

Division Manager

Clara Long 7/2/20
Print Name Date

CONTRACTOR:

William Walther
Signature

William Walther July 1, 2020
Print Name Date

Bill Walther Roofing & Construction
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Bill Walther Roofing Inc.

4941 Horace Lunsford Road
Milton, FL 32570
P: 850-432-2029
F: 850-981-3853
Email Rebeckawalther@yahoo.com
Website www.billwaltherroofing.com

Bill To: Stephanie Neal
707 Loire Way

Change Order #: 16926
Change Order Date: 7/01/2020

Change Order # 1

Item #	Description	Qty	Unit Price	Discount	Price
1	2x6 Wood Facia	117	$ 5.50		$ 643.50
2	3/4 Plywood	16	$ 68.00		$ 1,088.00
3	Aluminum Facia	110	$ 5.00		$ 550.00
4	2x6 Rafter	360	$ 5.50		$ 1,980.00
5	1x4 Decking	84	$ 2.75		$ 231.00
6	Remove Remainder of Patio Top Panels Only	1	$ 300.00		$ 300.00
7	Credit 3/4 Plywood Decking Included In Contract Price	-1	$ 68.00		$ (68.00)
					$ -
					$ -
					$ -
					$ -
					$ -

Invoice Subtotal	$ 4,724.50
Tax Rate	
Sales Tax	$ -
Other	
Deposit Received	
TOTAL	$ 4,724.50

Make all checks payable to Bill Walther Roofing Inc..
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Stephanie Neal**, as owner of the unit located at **707 Loire Way, Pensacola, FL 32505,** certify and accept all work as performed and contracted by, **Bill Walther Roofing, Inc.** as complete and satisfactory. I hereby authorize final payment to **Bill Walther Roofing, Inc.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Bill Walther Roofing, Inc.,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **July 3, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Stephanie Neal** 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 **Bill Walther Roofing, Inc.,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Bill Walther Roofing, Inc.** regarding necessary warranty work.

DATE: July 2, 20

S. Neal

HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

850 516-3788

CONTRACTOR'S PHONE NUMBER

Megan Polk, Development Program Manage

ESCAMBIA COUNTY REPRESENTATIVE

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared William C Walther [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the Pres [*title of affiant*], of **Bill Walther Roofing, Inc.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Stephanie Neal** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of $13,764.50

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due

Signed, sealed, and delivered this 2nd day of July, 2020.

By: [signature]

Name of Affiant: William Walther

Title of Affiant: Pres

Bill Walther Roofing

Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of July, 2020 by William Walther, [*name of affiant*]. He/She (__) is personally known to me or (__) has produced FLDL as identification and did take an oath.

LILLIAN DWIGGINS NOTARY Commission Expires 04/21/2024 FF# 1611081 PUBLIC STATE OF FLORIDA

(Notary Seal)

Lillian Dwiggins

Signature of Notary Public

Lillian Dwiggins

Printed Name of Notary Public

PURCHASE ORDER NO. 201535

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
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 06/16/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001456	REQ. DATE: 06/12/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CRA	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGLES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT ARONG ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT. VR Quote #: CRA_IBRP_MP		
01	1.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 707 LOIRE WAY LOCATED WITHIN THE PALAFOX CRA DISTRICT.	9040.0000	9,040.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370115	53401	9,040.00	

PAGE TOTAL $	9,040.00
TOTAL $	9,040.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 201535-1

CHANGE DATE: 07/02/20

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

Copy

VENDOR
230399 FAX: 850-736-8345
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

PDF

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/C
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 06/16/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001456	REQ. DATE: 06/12/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This change order is required to cover additional wood materials for the rotten wood for the rafters, facia, and decking not originally identified. This change order provides for additional funds in the amout of $4,724.50 Previous PO Total Dollars: $9,040.00 Net Dollars Added: $4,724.50 New PO Total Dollars: $13,764.50		
01	.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 707 LOIRE WAY LOCATED WITHIN THE PALAFOX CRA DISTRICT.	4724.5000	4,724.50

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370115	53401	4,724.50	

PAGE TOTAL $	4,724.50
TOTAL $	4,724.50

PDF Copy

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

707 Loire Way - Stephanie Neal
Roof Replacement

Before Photos

After Photos

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18491 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
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 take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve 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
Jose' Carlos Reyes	1306 Wisteria Avenue	151	Barrancas-370116	Replacement Windows	$1,980

B. Authorize 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 September 3, 2020, at 5:30 p.m., a Board 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
Jose' Carlos Reyes	1306 Wisteria Avenue	151	Barrancas-370116	Replacement Windows	$1,980

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

Agreements_REYES_Sept2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **September 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Jose' Carlos Reyes** (the "Recipient"), owner of residential property located at **1306 Wisteria Avenue,** 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 **$1,980**, 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 **$1,980** which shall be comprised of a cash contribution of **$1,980**.

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 **3rd** day of **September 2020**, and the Project shall be complete on or before the **3rd** day of **December 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:
Jose' Carlos Reyes
1306 Wisteria Avenue
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:

Josi Carlos Reyes
Jose' Carlos Reyes, Property Owner

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 5/6/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 6th day of July, 2020 by Jose' Carlos Reyes, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp 9-12-24 as identification.

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.
(Notary Seal)

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jose' Carlos Reyes**
Property Address: **1306 Wisteria Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Jose' Carlos Reyes	**1306 Wisteria Avenue**	**59-2S-30-5000-021-003**
An unmarried man	**Pensacola, FL 32507**	

Total Amount of Lien **$1,980**

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:

Jose' Carlos Reyes

Jose' Carlos Reyes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 6th day of July, 2020 by Jose' Carlos Reyes, Property Owner. He (__) is personally known to me or (___) has produced FL DL exp 9.14.21 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: _____

Date: 5/6/20

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 7/31/2020)

Replacement Windows

(Windows to be replaced in the rear of the home)

1306 Wisteria Avenue – Jose' Carlos Reyes

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18508 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Supplemental Budget Amendment #184 - Sheriff's Department FY 2018 Justice Assistance Grant (JAG)
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #184, Fiscal Year 2018 Edward Byrne Memorial Justice Assistance (JAG) Grant - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Other Grants and Projects Fund (110), in the amount of $125,841, to recognize the Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department to support bike patrol activities in the Fiscal Year 2019/2020 Budget.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				**$125,841**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					**$125,841**

BACKGROUND:

Escambia County Sheriff's Department was awarded the Fiscal Year 2018 Department of Justice Edward Byrne Memorial Justice Grant (JAG#2018-DJBX-0746) to support law enforcement initiatives. Specifically, this Grant will be used to fund the overtime salaries for sworn law enforcement officers for the bike patrol. The primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by $125,841.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				**$125,841**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					**$125,841**

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# 184

SBA# 184 backup

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numbe
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's Department has been awarded the BJA FY18 Edward Byrne Memorial Justice Assistance (JAG) Program Grant (2018-DJ-BX-0746) from U.S. Department of Justice to support law enforcement initiatives. Specifically, these funds will be used to cover overtime for sworn law enforcement officers for bike patrol. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida 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:

Fund Number/Name	Revenue Title	Account Code	Amount
110 / Other Grants & Projects	JAG#2018-DJBX-0746	331299 (new)	$125,841
Total			**$125,841**

Fund Number/Name	Fund Number/Cost Center	Account Code/ Appropriations Title	Amount
110 / Other Grants & Projects	110 / 540202 (new)	58101 / Aids to Govenmental Agencies	$125,841
Total			**$125,841**

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#184

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14769 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 10/04/2018
Issue: 5:31 p.m. Public Hearing Regarding the Fiscal 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation
From: Derek Whidden, Grants Coordinator
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:
5:31 p.m. Public Hearing Regarding the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is $125,841;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;

2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and

3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

BACKGROUND:
The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available. The grantee will use the JAG grant to support law enforcement initiatives. Specifically, to fund the overtime salaries for sworn law enforcement officers for following units: Bike Patrol. Primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County Florida.

BUDGETARY IMPACT:
There are no matching grant requirements for this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:
Applicants must provide an opportunity for the public to comment on their JAG application. The manner in

which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included In the Review Narrative portion of the application. If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until documentation confirming the public comment requirement was completed has been submitted. Common forms of public notification include website and newspaper postings, and city council, tribal council, and county board hearings that are open to the public.

PERSONNEL:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and serve as the fiscal agent for this grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and and serve as the fiscal agent for this grant.

Attachments

JAG 18 Local Solicitation

Signature Pages

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation":

   A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is $125,841;

   B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

      (1) Review and approve the online Grant Application;

      (2) Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and

      (3) Sign or validate online any other Program requirements, as may be required by the funding authority; and

   C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

Motion: "So moved"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18398 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Supplemental Budget Amendment #188 - LAP Agreement for Perdido Key Drive Multi-Use Path, Western Section
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #188 - Appropriation for Local Agency Program Agreement for Perdido Key Drive Multi-Use Path, Western Section, Joy Jones, P.E., Engineering Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Local Option Sales Tax Fund IV (353), in the amount of $1,768,953, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction, and Construction, Engineering and Inspection (CEI) services for the Perdido Key Drive Multi-Use Path, western section.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
353	LOST IV	334500 (new)	LAP-Perdido Key Multi-Use Path	$1,768,953
Total				$1,768,953

Fund Number	Cost Center No.	Cost Center Title	Account Code	Account Title	Amount
353	210132 (new)	PK Multi-Use Path LAP	56301	Improvements Other than Buildings	$1,768,953
Total					$1,768,953

BACKGROUND:

On August 20, 2020, it is anticipated the Board will approve a LAP Agreement between the FDOT and Escambia County, Florida, for construction and construction, engineering and inspection (CEI) services for the Perdido Key Drive Multi-Use Path (western section) project. The project will construct approximately 1.966 miles of a multi-use path along the north side of Perdido Key Drive. FDOT will reimburse the County up to $1,768,953.

BUDGETARY IMPACT:

This Amendment will increase Fund 353 by $1,768,953, and FDOT will reimburse the County up to this amount.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
353	LOST IV	334500 (new)	LAP-Perdido Key Multi-Use Path	$1,768,953
Total				$1,768,953

Fund Number	Cost Center No.	Cost Center Title	Account Code	Account Title	Amount
353	210132 (new)	PK Multi-Use Path LAP	56301	Improvements Other than Buildings	$1,768,953
Total					$1,768,953

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases or decreases in revenues must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #188

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 will receive funds from a State of Florida Department of Transportation Local Agency Program Agreement for construction and CEI for the Perdido Key Drive Multi-Use Path (western section), and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Local Option Sales Tax IV	353
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
353/Local Option Sales Tax IV	LAP-Perdido Key Multi-Use Path	334500 (new)	$1,768,953
Total			$1,768,953

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
353/Local Option Sales Tax IV	210132 (new)/PK Multi-Use Path Project #20EN1302 (new)	56301/Improvements Other than Buildings	$1,768,953
Total			$1,768,953

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

OMB Approved

Supplemental Budget Amendment
#188

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18451 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: SBA#191 - Sheriff's Off-Duty Officer Reimbursements, Misc. Fees, Auto Repairs, Auto Insurance, Public Records and Investigation Costs
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #191, Sheriff's Department, Henrique Dias, Chief Financial Officer - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving the Supplemental Budget Amendment #191, General Fund (001), in the amount of $24,722, to recognize the Sheriff's off-duty officer, miscellaneous reimbursements/fees, auto repairs, auto insurance, public records and investigative costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Fund Number	Fund Name	Account Name	Account Code	Amount
001	General Fund	Misc. Sheriff Fees	369939	$ 7,200
001	General Fund	Investigative Costs	341525	$ 271
001	General Fund	Reimbursements/EDE	369401	$17,251
TOTAL				$24,722
Fund Number	Fund Name	Cost Center Code Title	Account Code/Title	Amount
001	General Fund	540101/Administration	59703/Operating Exp.	$24,722
TOTAL				$24,722

BACKGROUND:

The Sheriff's Department has received off-duty officer, auto repairs, auto insurance, public records, investigative costs, miscellaneous costs and reimbursement/fees associated with providing law enforcement and services in Escambia County. An appropriation of $24,722 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

Fund Number	Fund Name	Account Name	Account Code	Amount
001	General Fund	Misc. Sheriff Fees	369939	$ 7,200
001	General Fund	Investigative Costs	341525	$ 271
001	General Fund	Reimbursements/EDE	369401	$17,251
TOTAL				$24,722
Fund Number	Fund Name	Cost Center Code Title	Account Code/Title	Amount
001	General Fund	540101/Administration	59703/Operating Exp.	$24,722
TOTAL				$24,722

This Amendment will increase Fund 001 (General Fund) by $24,722.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be aproved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#191
SBA#191 Backup

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as 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	001
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
001/General Fund	Miscellaneous Sheriff Fees	369939	$7,200
001/General Fund	Investigative Costs	341525	271
001/General Fund	Reimbursements/EDE	369401	17,251
Total			**$24,722**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001/General Fund	540101 / Administration	59703 / Operating Expenses	$24,722
Total			**$24,722**

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

8/24/2020

OMB Approved

Supplemental Budget Amendment
#191

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028731

Account	Purchase Order	Invoice Number	Amount	Description
001 208204		20AUG-01	3,003.61	AUTO REPAIR JUL20

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 08/06/20 CHECK NO. 10028731

AMOUNT $ *****3,003.61*

PAY THE SUM OF THREE THOUSAND THREE DOLLARS & 61 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

Print Mail 1-866-667-2861

⑈10028731⑈ 063013924⑆674869787⑈

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Auto Repair July 2020

Budget Unit: 001 AND Transaction Date: Between Jul 1, 2020 12:00 AM and Jul 31, 2020 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK						
	ESCAMBIA BOARD OF COUNTY COMMISSION	07/09/2020	001	208204	101001	$598.04
	ESCAMBIA BOARD OF COUNTY COMMISSION	07/16/2020	001	208204	101001	$159.91
	STATE OF FL DEPT OF FINANCIAL SVCS	07/21/2020	001	208204	101001	$2,245.66
DTOG-AUTO REPAIR WORK						**$3,003.61**

598.04 +
159.91 +
2,245.66 +
3,003.61 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028736

Account	Purchase Order	Invoice Number	Amount	Description
001 208104		20AUG--06	472.86	PUBLIC RECORDS JUL20

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 08/06/20 CHECK NO. 10028736

AMOUNT $ *******472.86*

PAY THE SUM OF FOUR HUNDRED SEVENTY TWO DOLLARS & 86 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028736⑈ 063013924⑆674869787⑈

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Public Records July 2020

Budget Unit: 001 AND Transaction Date: Between Jul 1, 2020 12:00 AM and Jul 31, 2020 11:59 PM AND Account Code: 208104 , 208109 , :

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
ECSO RECORDS DEPARTMENT	07/13/2020	001	208104	101001	$5.59
ECSO RECORDS DEPARTMENT	07/21/2020	001	208104	101001	$37.18
ECSO RECORDS DEPARTMENT	07/22/2020	001	208104	101001	$10.24
ECSO RECORDS DEPARTMENT	07/29/2020	001	208104	101001	$99.85
STATE OF FL DEPT OF FINANCIAL SVCS	07/23/2020	001	208104	101001	$320.00
DTOG-PUBLIC RECORDS FEES					**$472.86**

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5.59 +
37.18 +
10.24 +
320.00 +
99.85 +
472.86 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028737

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208150		20AUG-08	3,723.99	MISC DETAIL RQD JUL20

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 08/06/20 CHECK NO. 10028737

AMOUNT $ *****3,723.99*

PAY THE SUM OF THREE THOUSAND, SEVEN HUNDRED TWENTY THREE DOLLARS & 99 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028737⑈ 063013924⑆674869787⑈

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DTOG-MISCELL (DETAIL RQD) July 2020

Budget Unit: 001 AND Transaction Date: Between Jul 1, 2020 12:00 AM and Jul 31, 2020 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Payroll Fees	07/10/2020	001	208150	101001	$31.00
Payroll Fees	07/24/2020	001	208150	101001	$31.00
BILLY CLARK BAIL BONDS	07/02/2020	001	208150	101001	$120.50
PAM CHILDERS CLERK OF CIRCUIT COURT	07/14/2020	001	208150	101001	$1,009.49
STEVE ROBERTS BAIL BONDS	07/20/2020	001	208150	101001	$2,532.00
					$3,723.99

120.50 +
1,009.49 +
2,532.00 +
31.00 +
31.00 +
3,723.99 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028738

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		20AUG-09	271.16	INV COST JUL20

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 08/06/20 CHECK NO. 10028738

AMOUNT $ *******271.16*

PAY THE SUM OF TWO HUNDRED SEVENTY ONE DOLLARS & 16 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028738⑈ 063013924:674869787 8⑈

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Investigation Costs July 2020

Budget Unit: 001 AND Transaction Date: Between Jul 1, 2020 12:00 AM and Jul 31, 2020 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	07/22/2020	001	208109	101001	$192.31
FL DEPT OF CORRECTIONS	07/27/2020	001	208109	101001	$78.85
DTOG-INVESTIGATIONS COSTS					**$271.16**

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192.31 +
78.85 +
271.16 T

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028739

Account	Purchase Order	Invoice Number	Amount	Description
001 208201		20AUG-11	17,250.50	EDE JUL20

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 08/06/20 CHECK NO. 10028739

AMOUNT $ ****17,250.50*

PAY THE SUM OF SEVENTEEN THOUSAND, TWO HUNDRED FIFTY DOLLARS & 50 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028739⑈ 063013924:674869787 8⑈

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Extra Duty Employment Fee's July 2020

Budget Unit: 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between Jul 1, 2020 12:00 AM and Jul 31, 2020 11:59 PM

Transaction Date: Ascending order

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Account Title	Transaction Amount
BRANDON GODFREY	07/06/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
KODY HALEY	07/08/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
DAVID CRIPE	07/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
GREGORY JOSEPH GOULT	07/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
HOWARD ENDERSON	07/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
RICHIE FAUNCE	07/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$7.00
TIMOTHY FOX	07/09/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$99.00
ANDREW KELLEY	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$50.50
ANTHONY CALOGERO	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
BENJAMIN DUNLAP	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
BOBBY KERSEY	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$111.00
CHAD BROWN	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$123.00
CHARLES BREWER	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$7.00
CHARLES DICKIN	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$154.00
GEORGE LLOYD	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
HEATH CHEATHAM	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
JEREMIAH MEEKS	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$286.00
JOSHUA MICHAEL RASMUSSEN	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$71.00
KEN HOLYFIELD	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$126.00
MATTHEW BEVINS	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$132.00
MICHAEL HOYLAND	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$140.00
ROBERT HARMON	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
ROBERT RANDOLPH GREENE	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$230.00
RUFUS JACKSON	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$158.00
SCOTT RIVKIN	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$154.00
SHAWN VESTAL	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
STEVEN MCCANN	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$160.00
THOMAS GARRETT	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
TIMOTHY F GRAVES	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$189.00
TIMOTHY RUBLE	07/10/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
ABELARDO LOPEZ	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$2.00
AMANDA KELLY FREEMAN	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
ANTHONY TAMPARY	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
BRIAN JAMAAL LONG	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
CHRISTOPHER PHELPS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
CRISTA POPE	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$41.00
DOUGLAS SHOEMAKER	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
FRANK FORTE	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
GERARD OSTROM JR.	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$31.50
HUNTER RYAN OWENS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
JAMES C BARNETT	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
JEFFREY GILLESPIE	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$144.00
JESSE WILLIARD ALLEN	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JOSE M OLIVERAS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
KATIE TOUCHSTONE	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
KEVIN HADDOCKS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$124.00
KYLE HAVER	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$13.00
LARRY MEADOWS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$67.00
MARC DEWEES	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MATTHEW JOHNSON	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
MATTHEW TINCH	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
MICKY CAUDELL	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
MILDRED SMALLWOOD	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$63.00
NICHOLAS CARPENTER	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$107.00
NOLAN ROBERT BERKEY	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$14.00
PATRICK ROBERTS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$223.00
PETER RONALD GALLION	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
RAYMOND HART	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
STEPHEN HALL	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
THAXTON LANGFORD	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$38.00
THOMAS HARRIS	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$67.00
TIMOTHY EDMONSON	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
TOD DAY	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
TOM GREER	07/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$142.00
BRIAN SHORETTE	07/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
DAVID BJORENSEN	07/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$102.00
ELTON MEADOWS	07/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
HAROLD POOL	07/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$61.00
JACK HOLLAND	07/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00

JAMAL R VINSON	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$218.50
JOHN WATKINS	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00
JOSHUA MICHAEL TIMO	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
MELISSA STERLING	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
MELONY PETERSON	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$140.00
MICHAEL COBURN	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MICHAEL MOULTON	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$138.00
RANDELL ALLEN FRANKLIN	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
ROBERT CLARK	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
ROBERT MARTIN	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
SCOTT WEEKS	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
SHELIA M. CHEEKS	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
STEVEN HARDY	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
TONY GODWIN	07/14/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$159.00
AUGUSTUS FETTERHOFF	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
BRADLEY BAKER	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DARREN ROBINSON	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
DAVID RAMIRES	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
DOYLE GRESHAM	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
GABRIELLE MARCOOL	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
JASON VON ANSBACH-YOUNG	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$38.00
JOSEPH PARENTE	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
JOSHUA DAVID THOMPSON	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
JUSTIN ROBBINS	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
KENNETH BULL	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$81.50
LARRY D RICHARDSON	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
MATTHEW BEATY	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
MATTHEW ROE	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
MICHAEL WORKMAN	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$156.00
MITCHELL A. LEUZINGER	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
PATRICK PHARR	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$134.00
RICKY HOWELL	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
RYAN ROBINSON	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$62.00
TAMA BARBER	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
TOBY JAMES DOWN	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
TRAVIS PEACOCK	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
WILLIAM HALLFORD	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$162.00
WILLIAM PERRY	07/15/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$206.00
BRANDON BEECH	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
BRETT MCCORMACK	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
EMILEE BRIGHT	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
HARRY KILPATRICK	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JAMES FREEMAN	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
JOSEPH WEBBER	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
KRISTI BERRY	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
MITCHELL STEVENS	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$129.00
PETER KAMAU	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$218.00
STANLEY WEHMEIER	07/16/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$82.50
ALBERT GEORGE KALBER	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$29.50
BRANDON GEISLER	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$131.00
CHRISTIAN COAD	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$176.00
COREY SMITH	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
DAVID BROWN	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
EFRAIN NEYOY	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$9.00
ETHAN MAGNUS REDNING HUBBARD	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
JAMES M FREEMAN II	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
JAMES NEWTON	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$168.00
JASON DONNELLY	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
JEFFREY SWANSON	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$256.50
JENNIFER WATERS	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
JIMMIE WIGGINS	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$139.50
JOHN BEARD	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
JOSEPH CARAWAY	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$44.50
KEVIN KELLY	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$9.00
KEVIN STACK	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
MICHAEL MINER	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$14.00
NATHANIEL RITTER	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
PHILIP E GOBLE	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
RENE REGUINDIN	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
ROBERT NELSON	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
STEFAN CHAMLIS	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
TREY KEEGAN	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
WILLIAM POWELL	07/17/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00

ADAM WILSON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ANDREW KILGEN	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
ANDREW NICHOLS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$194.00
ANH THACH	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$27.00
BAMBI SELLARS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$92.00
BOBBY SMALL	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
BRANDON MINOR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$125.00
BRIAN RUPERT	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
BROC SECOR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
BRYAN BARTON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
CALEB ODOM	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
CASEY WARD BOWLING	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
CHAD ROOP	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$200.50
CHASE HORNE	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$92.00
CHRISTOPHER ECHELE	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
CHRISTOPHER SOWELL	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
COURTNEY RENEE KITCHENS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$29.50
CURTIS CEPHAS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$306.00
DANYELL JESSY LEBOFF	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$85.00
DAVID ASHTON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
DAVID COLLIER	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
DAVID RAPPA	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
DRAKE FAWCETT	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
DUSTIN SHAW	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$208.00
EDWARD ROY	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
ERIC ANDERSON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$209.00
GREGORY NESMITH	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$117.00
JACOB COTE	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
JACOB HOLLOWAY	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$73.00
JAKE BANDURSKI	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
JAMES BARNES	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$234.00
JAMES MANN	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JAMES MORRIS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JARED SEABURY	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$154.00
JARRETT DE SILVA	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$151.00
JASON FREAUFF	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$236.00
JAYSON BARNES	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JEF GARDNER	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JEFF CUTAIO	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
JEFFERY MOSES	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JEREMY JARMAN	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JESSICA WOOD	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
JIMMIE TATUM	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$224.00
JOHNATHAN MASHBURN	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$25.00
JONATHAN ATES	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$220.00
JOSEPH HEINO	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$161.00
JOSHUA TAYLOR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
KEITH LEVERETT JR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$129.00
KEVIN COXWELL	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
KEVIN STIMMELL	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$81.00
KODY HALEY	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
LAUREN PATRICIA MCNALLY	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
LUKE MCCRACKEN	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
MATTHEW HOUSAM	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
MEAGHAN KEARNS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
MELISSA SALTER	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
MICHAEL WILLIAMS	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MIRANDA TAYLOR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
NATESHA WEST	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$7.00
NORMAN FRYE	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
PAMELA WHITLOCK	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
PATRICK FRAZIER	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
PHILIP FOLMAR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$291.50
ROBERT GUY	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
ROBERT JOSEPH CAMPBELL	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
ROBERTO BARRAGAN JR	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$105.00
SEAN PATTERSON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$111.00
SHEDRICK JOHNSON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$208.00
STEPHEN SCHAFF	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$169.00
TERRY HAMMOCK	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$204.50
TODD GLAZE	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$292.00
TROY LUCKENBILL	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$47.00
TY BREWTON	07/20/2020 001	208201	101001	DTOG-EXTRA DUTY FEES	$95.00

CHRISTIAN COCHRAN	07/22/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
SANTIAGO CARRION-SOSA	07/24/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
TIMYRON YOUNG	07/28/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
Summary						**$17,250.50**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18444 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Supplemental Budget Amendment #200 - Law Enforcement Trust Fund
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #200, Law Enforcement Trust Fund, Henrique Dias, Sheriff's Department Chief Finance Officer - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #200, Law Enforcement Trust Fund (121), in the amount of $40,000, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of Fiscal Year 2019/2020.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
121	Law Enforcement Trust Fund	359005	Law Enforcement Trust	40,000
Total				**$40,000**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
121	540103	Law Enforcement Trust	58201	Aids to Private Organizations	40,000
Total					**$40,000**

BACKGROUND:

Per F.S. 932.7055, 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.

BUDGETARY IMPACT:

This Amendment will increase Fund 121 by $40,000.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
121	Law Enforcement Trust Fund	359005	Law Enforcement Trust	40,000
Total				**$40,000**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
121	540103	Law Enforcement Trust	58201	Aids to Private Organizations	40,000
Total					**$40,000**

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# 200

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numbe
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, The Escambia County Sheriff's Department has received additional revenues from various law enforcement activities, and these funds needs to be recognized and appropriated into the Sheriff's LET 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:

Fund Number / Name	Revenue Title	Account Code	Amount
121 / Law Enforcement Trust Fund	Law Enforcement Trust	359005	40,000
Total			**$40,000**

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
121 / Law Enforcement Trust Fund	540103 / Law Enforcement Trust	58201 / Aids to Private Organizations	40,000
Total			**$40,000**

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

OMB Approved

Supplemental Budget Amendment

 # 200

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18452 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Supplemental Budget Amendment #203 - 2020 FTA Grant FL-2020-052-00
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #203, 2020 FTA Grant FL-2020-052-00, Tonya Ellis, Mass Transit Department Director - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund, in the amount of $207,445, to recognize the difference between what was budgeted in the current year and the amount of the actual award for FTA Grant FL-2020-052-00, and to appropriate these funds for operating and capital expenses as indicated below.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331483	FTA Operating Assistance	(156,231)
104		331440	FTA Preventive Maintenance	43,171
104		331441	ADA Capital Costs	17,904
320	FTA Capital Projects Fund	331488 (new)	2020 FTA FL-2020-052-00	302,601
Total				**$207,445**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320401	Mass Transit Operations	51201	Salaries	(156,231)

104	320407	Mass Transit Fleet Maint	54606	Preventive Maintenance	43,171
104	320406	Paratransit Services	53405	ADA Paratransit Costs	17,904
320	211244 (new)	2020 FTA FL-2020-052-00	53101	Professional Services	200,000
320	211244 (new)	2020 FTA FL-2020-052-00	56301	Improvements other than Bldgs	36,487
320	211244 (new)	2020 FTA FL-2020-052-00	58101	Aids to Gov't Agencies	66,114
Total					**$207,445**

BACKGROUND:

Escambia County Area Transit (ECAT) was awarded FTA Grant FL-2020-052-00 from the Federal Transit Administration (FTA), in the amount of $3,648,678. The budgeted amount for Fiscal Year 2020 Operating was $3,441,233. This Supplemental Budget Amendment will adjust the Operating assistance budgeted in Fund 104, as well as recognize the $302,601 which was not budgeted in Fund 320.

BUDGETARY IMPACT:

This Amendment will decrease Fund 104 by $95,156 and increase Fund 320 by $302,601.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331483	FTA Operating Assistance	(156,231)
104		331440	FTA Preventive Maintenance	43,171
104		331441	ADA Capital Costs	17,904
320	FTA Capital Projects Fund	331488 (new)	2020 FTA FL-2020-052-00	302,601
Total				**$207,445**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320401	Mass Transit Ops	51201	Salaries	(156,231)
104	320407	Mass Transit Fleet Maint	54606	Preventive Maintenance	43,171
104	320406	Paratransit Services	53405	ADA Paratransit Costs	17,904
320	211244 (new)	2020 FTA FL-2020-052-00	53101	Professional Services	200,000

320	211244 (new)	2020 FTA FL-2020-052-00	56301	Improvements other than Bldgs	36,487
320	211244 (new)	2020 FTA FL-2020-052-00	58101	Aids to Gov't Agencies	66,114
Total					**$207,445**

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# 203

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numbe
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 Area Transit (ECAT) was awarded the FTA Grant FL-2020-052-00 from the Federal Transit Administration (FTA), and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number / Name	Revenue Title	Account Code	Amount
104 / Mass Transit Fund	FTA Operating Assistance	331483	(156,231)
104 / Mass Transit Fund	FTA Preventive Maintenance	331440	43,171
104 / Mass Transit Fund	ADA Capital Costs	331441	17,904
320 / FTA Capital Project Fund	2020 FTA FL-2020-052-00	331488 (new)	302,601
Total			**$207,445**

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
104 / Mass Transit Fund	320401 / Mass Transit Operations	51201 / Salaries	(156,231)
104 / Mass Transit Fund	320407 / Mass Transit Fleet Maintenance	54606 / Preventive Maintenance	43,171
104 / Mass Transit Fund	320406 / Paratransit Services	53405 / ADA Paratransit Costs	17,904
320 / FTA Capital Project Fund	211244 (new) / 2020 FTA FL-2020-052-00	53101 / Professional Services	200,000
320 / FTA Capital Project Fund	211244 (new) / 2020 FTA FL-2020-052-00	56301 / Improvements other than Bldgs	36,487
320 / FTA Capital Project Fund	211244 (new) / 2020 FTA FL-2020-052-00	58101 / Aids to Governmental Agencies	66,114
Total			**$207,445**

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment

 # 203

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18461 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Supplemental Budget Amendment #204 - Pensacola & Perdido Bays Estuary Program
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #204, Pensacola & Perdido Bays Estuary Program, Chips Kirschenfeld, Deputy County Administrator, Natural Resource Management - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $15,000, to recognize the transfer of reserves to Pensacola & Perdido Bays Estuary Program, a conduit of Escambia County, and to appropriate these funds to support the Estuary Program.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
118	Gulf Coast Restoration Fund	381001	Transfer from F-001	15,000
Total				**$15,000**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
001	110215	Non-Departmental Transfers	59129 (new)	Transfer to Fund 118	15,000
001	220100	Natural Resources Mgmt Admin	59801	Reserves	(15,000)
118	222009 (new)	P&P Bays Estuary Program	53401	Other Contractual Services	15,000
Total					**$15,000**

BACKGROUND:

Escambia County Board of County Commissioners approved a $15,000 contribution to the Pensacola & Perdido Bay Estuary Program on December 5, 2019. This funding will support the Estuary Program Initiatives which includes environmental awareness, water quality monitoring, and development of a State of the Bay Report Card, among other programmatic activities associated with the Estuary Program.

BUDGETARY IMPACT:

This Amendment will increase Fund 118 by $15,000 and be a $0.00 net increase to Fund 001.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
118	Gulf Coast Restoration Fund	381001	Transfer from F-001	15,000
Total				**$15,000**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
001	110215	Non-Departmental Transfers	59129 (new)	Transfer to Fund 118	15,000
001	220100	Natural Resources Mgmt Admin	59801	Reserves	(15,000)
118	222009 (new)	P&P Bays Estuary Program	53401	Other Contractual Services	15,000
Total					**$15,000**

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

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numl
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 needs to recognize a transfer of funds from Reserves to the Pensacola & Perdido Bays Estuary Program, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number / Name	Revenue Title	Account Code	Amount
118 / Gulf Coast Restoration Fund	Transfer from F-001	381001	15,000
Total			**$15,000**

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
001 / General Fund	110215 / Non-Departmental Transfers	59129 (new) / Transfer to F-118	15,000
001 / General Fund	220100 / Natural Res Mgmt Admin	59801 / Reserves	(15,000)
118 / Gulf Coast Restoration Fund	222009 (new) / P&P Bays Estuary Program	53401 / Other Contractual Services	15,000
Total			**$15,000**

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

OMB Approved

Supplemental Budget Amendment
 # 204

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18464 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Supplemental Budget Amendment #205 - FY2019 PREA Standards Grant
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #205, Fiscal Year 2019 Prison Rape Elimination Act Standards, Protecting Inmates and Safeguarding Communities Grant, William R, Powell, Director of Corrections - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #205, Jail Commissary Fund (111) and the General Fund (001), in the amount of $221,016, to recognize the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communities Grant from the U.S. Department of Justice, Office of Justice Programs, and to appropriate these funds to assist in expanding the implementation of PREA Standards while supporting DOJ's critical goals of reducing crime, enhancing public safety, and providing vital services to crime victims. Most notably, the Grant award will increase the department's capacity to prevent, detect, and respond to sexual abuse in the Escambia County Jail.

The full amount allocated to this initiative will be $168,516 awarded from the Grant, along with $168,516 in matching funds, over a two-year period would consist of salaries for the current staff members totaling $116,016 (Fund 001) and equipment totaling $52,500 (Fund 111), which will come from already approved and existing departmental funds.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
001	General Fund	New	DOJ PREA Grant	168,516
001	General Fund	381111 (new)	Transfer from F-111	52,500
Total				**$221,016**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
001	290412 (new)	DOJ PREA Grant	51201	Salaries	146,423
001			52101	FICA	11,200
001			52201	Retirement Contributions	34,800
001			52301	Life & Health	20,000
001			52401	Workers Compensation	19,609
001			56401	Machinery & Equipment	100,000
001			54701	Printing & Binding	5,000
111	290406	Jail Commissary	59801	Reserves	(52,500)
111	290406	Jail Commissary	59101	Transfers (new)	52,500
001	290401	Detention	51201	Salaries	(73,212)
001			52101	FICA	(5,600)
001			52201	Retirement Contributions	(17,400)
001			52301	Life & Health Insurance	(10,000)
001			52401	Workers Compensation	(9,804)
Total					**$221,016**

BACKGROUND:

Through the Prison Rape Elimination Act (PREA) and the National PREA Standards, the Grant award will allow the department to pursue and improve safety of facilities for inmates, residents, detainees, and staff. In addition, expanding the department's implementation of PREA Standards within the Escambia County Jail will support DOJ's critical goals of reducing crime, enhancing public safety, and providing vital services to crime victims. Most notably the Grant award will increase the department's capacity to prevent, detect, and respond to sexual abuse in the Escambia County Jail. This program provides 50% of the funding for both the personnel and equipment required to implement the standards outlined. The full amount allocated to this two-year Grant initiative will be $168,516 awarded from the Grant, along with $168,516 in matching funds. The required match over a two-year period would consist of salaries for the current staff members totaling $116,016 (Fund 001, Cost Center 290401), and equipment

totaling $52,500 (Fund 111, Cost Center 290406). The match requirement will come from already approved and existing department funds.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 by $221,016 and be a $0.00 net increase to Fund 111.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
001	General Fund	New	DOJ PREA Grant	168,516
001	General Fund	38111 (new)	Transfer from F-111	52,500
Total				**$221,016**

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
001	290412 (new)	DOJ PREA Grant	51201	Salaries	146,423
001			52101	FICA	11,200
001			52201	Retirement Contributions	34,800
001			52301	Life & Health	20,000
001			52401	Workers Compensation	19,609
001			56401	Machinery & Equipment	100,000
001			54701	Printing & Binding	5,000
111	290406	Jail Commissary	59801	Reserves	(52,500)
111	290406	Jail Commissary	59101	Transfers (new)	52,500
001	290401	Detention	51201	Salaries	(73,212)
001			52101	FICA	(5,600)
001			52201	Retirement Contributions	(17,400)
001			52301	Life & Health Insurance	(10,000)
001			52401	Workers Compensation	(9,804)
Total					**$221,016**

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# 205

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numbe
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 was awarded the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communites Grant, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number / Name	Revenue Title	Account Code	Amount
001 / General Fund	DOJ PREA Grant	new	168,516
001 / General Fund	Transfer from F-111	381111 (new)	52,500
Total			**$221,016**

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
001 / General Fund	290412 (new) / DOJ PREA Grant	51201 / Salaries	146,423
001 / General Fund	290412 (new) / DOJ PREA Grant	52101 / FICA	11,200
001 / General Fund	290412 (new) / DOJ PREA Grant	52201 / Retirement Contributions	34,800
001 / General Fund	290412 (new) / DOJ PREA Grant	52301 / Life & Health Insurance	20,000
001 / General Fund	290412 (new) / DOJ PREA Grant	52401 / Workers Compensation	19,609
001 / General Fund	290412 (new) / DOJ PREA Grant	56401 / Machinery & Equipment	100,000
001 / General Fund	290412 (new) / DOJ PREA Grant	54701 / Printing & Binding	5,000
111 / Jail Commissary Fund	290406 / Jail Commissary	59801 / Reserves	(52,500)
111 / Jail Commissary Fund	290406 / Jail Commissary	59101 / Transfers (new)	52,500
001 / General Fund	290401 / Detention	51201 / Salaries	(73,212)
001 / General Fund	290401 / Detention	52101 / FICA	(5,600)
001 / General Fund	290401 / Detention	52201 / Retirement Contributions	(17,400)
001 / General Fund	290401 / Detention	52301 / Life & Health Insurance	(10,000)
001 / General Fund	290401 / Detention	52401 / Workers Compensation	(9,804)
Total			**$221,016**

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

OMB Approved

Supplemental Budget Amendment

 # 205

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18396 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Acceptance of Two Drainage Easements for the Robinson Street Dirt Road Paving and Drainage Improvements Project
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Two Drainage Easements for the Robinson Street Dirt Road Paving and Drainage Improvements Project - Cassie Boatwright, Facilities Management Director

That the Board take the following action concerning the acceptance of two Drainage Easements for the Robinson Street Dirt Road Paving and Drainage Improvement Project:

A. Accept the donation of two Drainage Easements located in Saverna Park Subdivision for the Robinson Street Dirt Road Paving and Drainage Improvement Project;

Property Owner	Parcel Reference Number
William Chester Barnett, II	10-1N-31-2400-005-008
David Glenn Eaton and Lauren M. Broxson Eaton	10-1N-31-2400-006-008

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

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

D. Authorize the Chairman or Vice Chairman to accept the Easements, as of the

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

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

This property is located in Commission District 5.

BACKGROUND:

Robinson Street, from Taylor Street to the north end, is a County-maintained dirt road in Cantonment. This project is currently programmed for design and construction in 2025 and 2026, respectively, under the Dirt Road Paving Program. The unpaved portion Robinson Street will require right of way acquisition from 25 property owners. In some areas, the road is only wide enough for one-way traffic. Currently, stormwater is not managed considering roadside ditches to convey runoff are non-existent.

The project would increase Robinson Street roadway widths and manage stormwater runoff. Ultimately, the new roadway would meet Escambia County standards and have two lanes, each 12-feet wide, with surface and subsurface drainage features.

Currently, a portion of Robinson Street's stormwater runoff outfalls between 848 and 852 Jacob's Way (the Barnett and Eaton parcels), which are lots located within the neighboring Saverna Park Subdivision. Acquisition of these two Drainage Easements are necessary to manage stormwater and to provide an adequate positive drainage outfall route for Robinson Street.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easements were approved as to form and legal sufficiency by the County Attorney's office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County Staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, Staff will have the Drainage Easements recorded in the public records of Escambia County, Florida.

Attachments

Drainage Easement_Barnett
Aerial Map_Barnett
Drainage Easement_Eaton
Aerial Map_Eaton

Prepared by:
Marcia Wieborg
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Robinson Street DRP
A portion of 10-1N-31-2400-005-008

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 12 day of June, 2020, by and between William Chester Barnett II, a widowed and unmarried man, whose mailing address is 852 Jacobs Way, Cantonment, FL 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 10, Township 1 North, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

SEE ATTACHED EXHIBIT "A"

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness: Janice Costin

Print Name: Janice Costin

William Chester Barnett, II

Witness: Willie Betty Trawick

Print Name: Willie Betty Trawick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this 12 day of June 2020, by William Chester Barnett, II, who is personally known to me or who has produced B653920651240 FL as identification.

Marcia L. Wieborg
Signature of Notary Public

(Notary Seal)

MARCIA L. WIEBORG
Printed Name of Notary Public

Marcia L. Wieborg
State of Florida
My Commission Expires 04/03/2024
Commission No. GG 956522

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: June 16, 2020

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
20 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
April 9, 2020

A 20 foot , 10 feet on each side, non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 10, Township 1 North, Range 31 West, Escambia County, Florida being described as follows:

The East 10.0 feet of Lot 5, Block "H", Saverna Park, recorded in Plat book 19, Page(s) 12, & 12A & 12B, of the public records of Escambia County, Florida. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: S47°32'02"W along the East line of Lot 5, Block "H", Saverna Park, recorded in Plat book 19, Page(s) 12, & 12A & 12B (Assumed Per Plat).
3) The description & sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The description & sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The description & sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This description & sketch does not reflect or guarantee ownership.
8) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
9) The description & sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
10) Underground utilities were not located.
11) No attempt was made to locate any underground foundations.
12) The description and sketch are not full and complete without the other.
13) Documents used in the preparation of this and description & sketch: a copy O.R. Book 8121, Page 10, a copy of Plat book 19, Page(s) 12, & 12A & 12B.
14) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
15) The Survey Error of Closure meets the Survey Standards of Practice.
16) Gulf Power Company claims an easement approximately 20 foot in width, being 10 foot on each side of an existing power line, which encumbers a portion of Lots 5-11, Block "H". No buildings or homes will be constructed which encroach within the footprint of the property used by Gulf Power Company for the location of its facilities until such time as Gulf Power relocates its facilities and releases any easement rights to such property.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20200034	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-6123	
Drawing Date: 04/09/2020	Field Book: Page:	
Section, Township, Range: 10, T-1-N, R-31-W		
Type of Survey: Description & Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

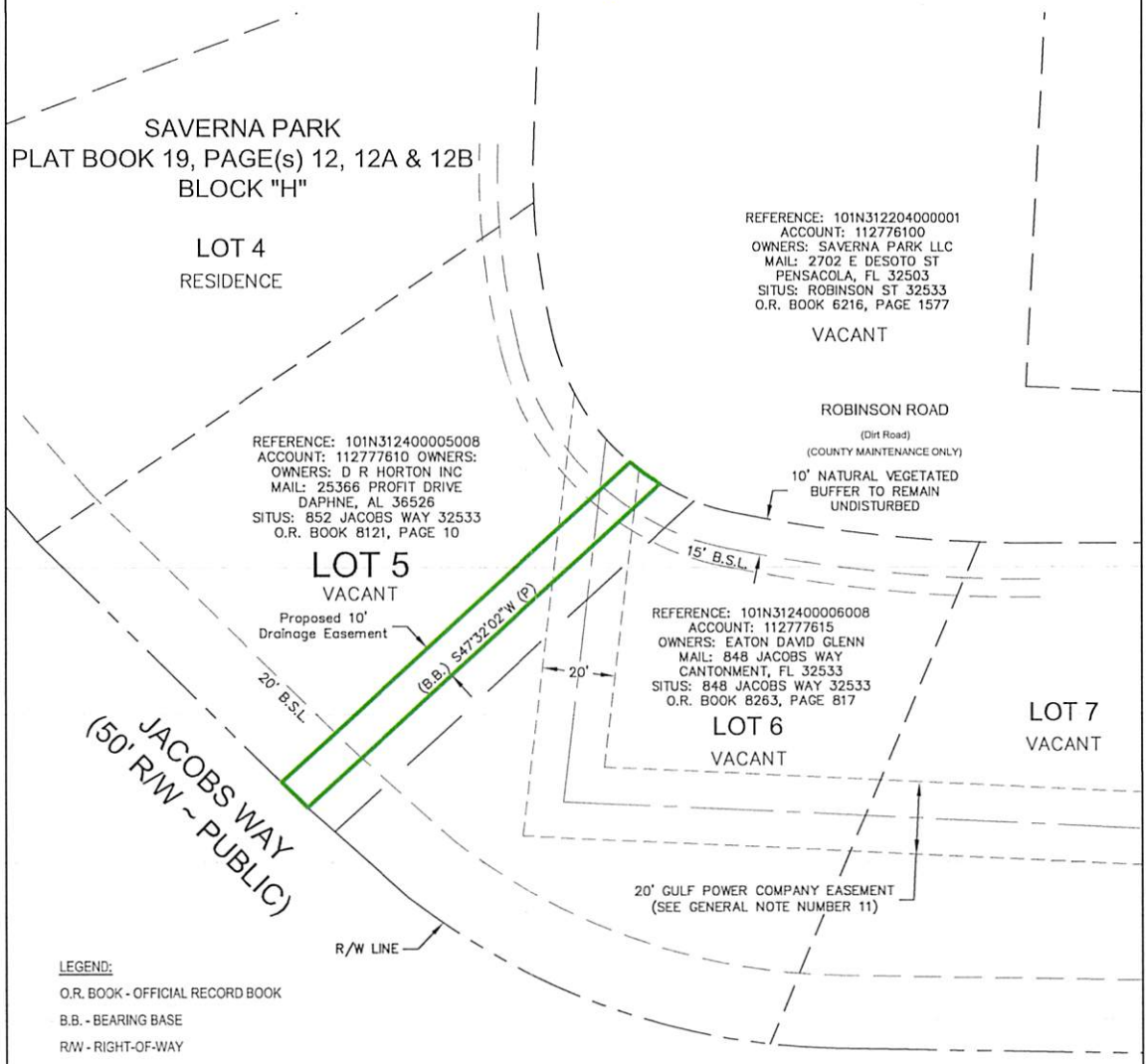
Date:

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

L:\Drafting\SAVERNA PARK (JACOBS WAY DE)\20200034\dwg\SAVERNA PARK (JACOBS WAY DE).dwg

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LEGEND:

O.R. BOOK - OFFICIAL RECORD BOOK
B.B. - BEARING BASE
R/W - RIGHT-OF-WAY
(P) - AS PER PLAT
B.S.L. - BUILDING SETBACK LINE
N - NORTH
S - SOUTH
E - EAST
W - WEST

GENERAL NOTE NUMBER 11 (Per Plat):

Gulf Power Company claims an easement approximately 20 foot in width, being 10 foot on each side of an existing power line, which encumbers a portion of Lots 5-11, Block "H". No buildings or homes will be constructed which encroach within the footprint of the property used by Gulf Power Company for the location of its facilities until such time as Gulf Power relocates its facilities and releases any easement rights to such property.

0' 40 80 120

GRAPHIC SCALE: 1" = 40

N
W E
S

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20200034	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-6123	
Drawing Date: 04/09/2020	Field Book: Page:	
Section, Township, Range: 10, T-1-N, R-31-W		
Type of Survey: Description & Sketch	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

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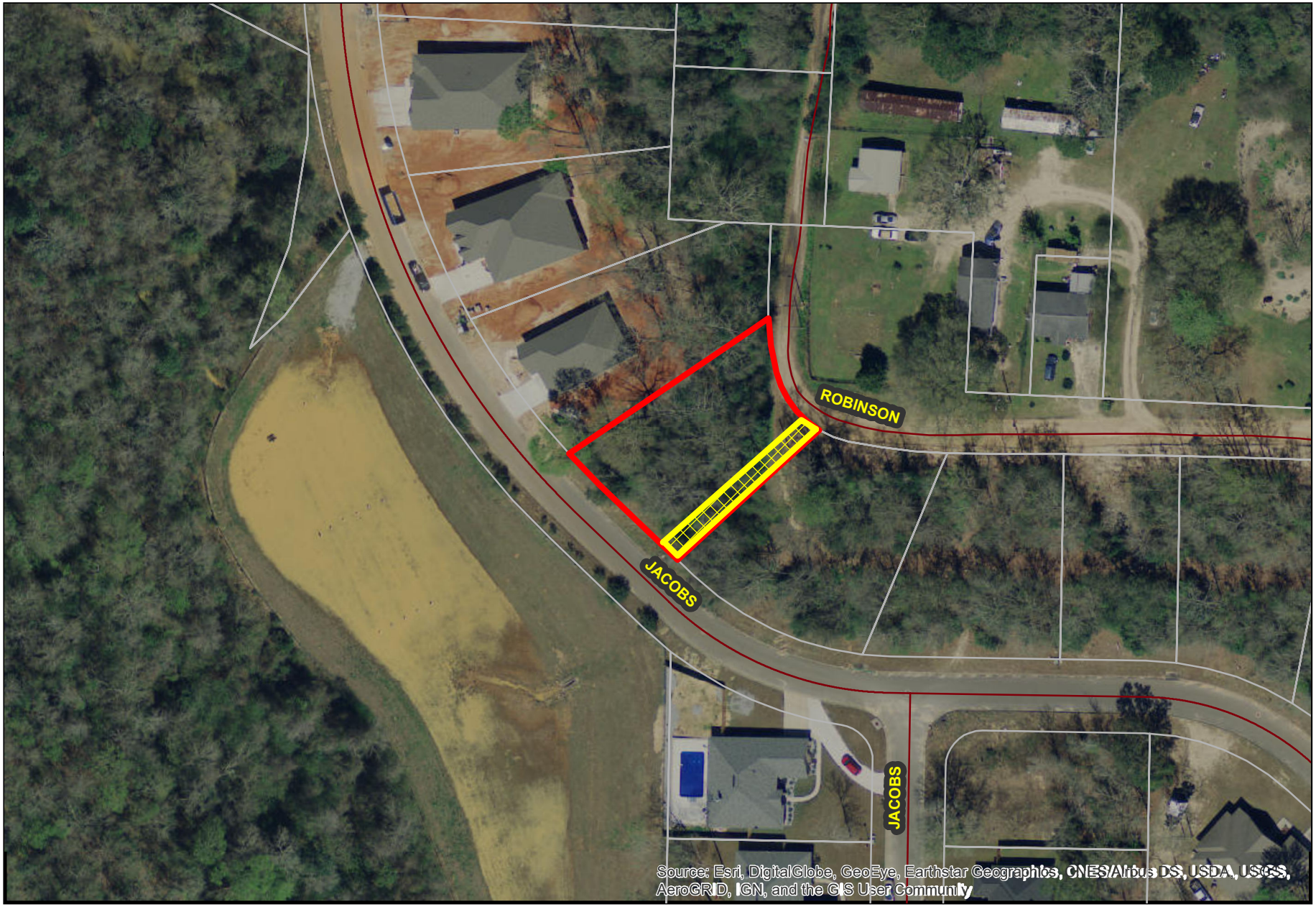
Robinson Street Drainage Project



ESCAMBIA COUNTY
FACILITIES MANAGEMENT
DEPARTMENT

MLW 8/6/2020 DISTRICT 5

Barnett Property
852 Jacobs Way

Drainage Easement Area

Prepared by:
Marcia Wieborg
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Robinson Street DRP
A portion of 10-1N-31-2400-006-008

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 11 day of August, 2020, by and between David Glenn Eaton and Lauren M. Broxson Eaton, husband and wife, whose mailing address is 848 Jacobs Way, Cantonment, FL 32533 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantors" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 10, Township 1 North, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantors are the owners of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

SEE ATTACHED EXHIBIT "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate, and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantors agree not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantors agree to execute corrective instruments as may be required by Grantee.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantors hereby waive any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantors have hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness: Janice M Costin

Print Name: Janice M Costin

David Glenn Eaton

Witness: Willie B Trawick

Print Name: Willie B Trawick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 11 day of August 2020, by David Glenn Eaton, who is personally known to me or who has produced FL Driver's License as identification.

Marcia L. Wieborg
Signature of Notary Public

(Notary Seal)

Marcia L. Wieborg
State of Florida
My Commission Expires 04/03/2024
Commission No. GG 956522

MARCIA L. Wieborg
Printed Name of Notary Public

GRANTOR:

Witness: Janice M Costin

Print Name: Janice M Costin

Lauren M. Broxson Eaton

Lauren M. Broxson Eaton

Witness: Willie B Trawick

Print Name: Willie B Trawick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 11 day of August 2020, by Lauren M. Broxson Eaton, who is personally known to me or who has produced FL Driver's License as identification.

Marcia L. Wieborg
Signature of Notary Public

(Notary Seal)

Marcia L. Wieborg
State of Florida
My Commission Expires 04/03/2024
Commission No. GG 956522

MARCIA L. Wieborg
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: County Attorney
Date: 8/13/2020

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
20 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
April 9, 2020

A 20 foot , 10 feet on each side, non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 10, Township 1 North, Range 31 West, Escambia County, Florida being described as follows:

The West 10.0 feet of Lot 6, Block "H", Saverna Park, recorded in Plat book 19, Page(s) 12, & 12A & 12B, of the public records of Escambia County, Florida. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: S47°32'02"W along the East line of Lot 5, Block "H", Saverna Park, recorded in Plat book 19, Page(s) 12, & 12A & 12B (Assumed Per Plat).
3) The description & sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The description & sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The description & sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This description & sketch does not reflect or guarantee ownership.
8) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
9) The description & sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
10) Underground utilities were not located.
11) No attempt was made to locate any underground foundations.
12) The description and sketch are not full and complete without the other.
13) Documents used in the preparation of this and description & sketch: a copy of O.R. Book 8263, Page 817, a copy of Plat book 19, Page(s) 12, & 12A & 12B.
14) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
15) The Survey Error of Closure meets the Survey Standards of Practice.
16) Gulf Power Company claims an easement approximately 20 foot in width, being 10 foot on each side of an existing power line, which encumbers a portion of Lots 5-11, Block "H". No buildings or homes will be constructed which encroach within the footprint of the property used by Gulf Power Company for the location of its facilities until such time as Gulf Power relocates its facilities and releases any easement rights to such property.

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Drawn By: MK	Project No.: 20200034	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-6123	
Drawing Date: 04/09/2020	Field Book: Page:	
Section, Township, Range: 10, T-1-N, R-31-W		
Type of Survey: Description & Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

Date:

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

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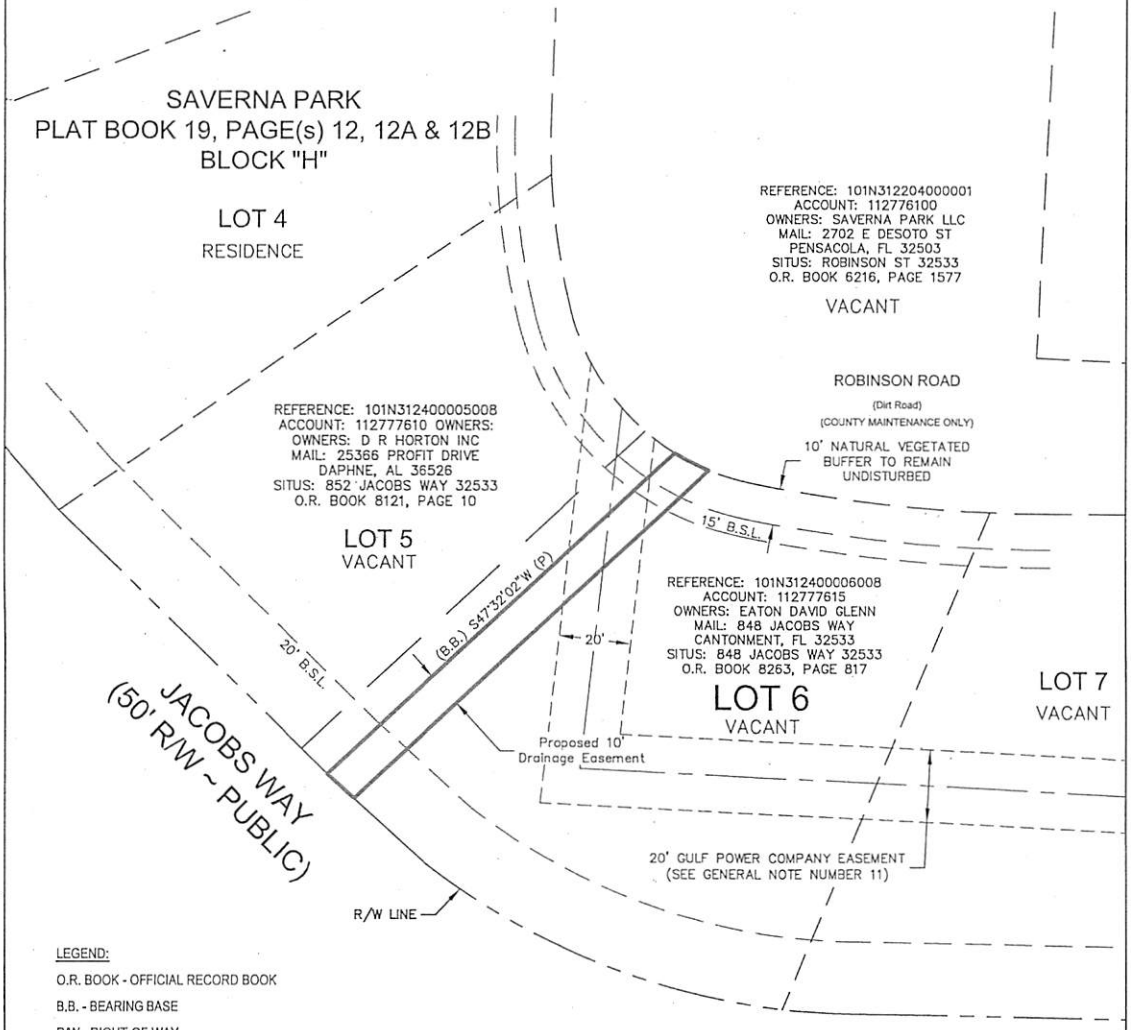

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Section, Township, Range: 10, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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Robinson Street Drainage Project

ESCAMBIA COUNTY
FACILITIES MANAGEMENT
DEPARTMENT
MLW 8/6/2020 DISTRICT 5

Eaton Property
848 Jacobs Way

Drainage Easement Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18313 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Local Agency Program (LAP) Agreement - Perdido Key Drive Multi-Use Path, Western Phase
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Local Agency Program Agreement for Construction and for Construction, Engineering, and Inspection Services for the Perdido Key Multi-Use Path, Western Phase - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation and Escambia County, for Construction and for Construction, Engineering and Inspection (CEI) Services for the Perdido Key Drive Multi-Use Path from the Alabama State Line to the Western Entrance to Perdido Key State Park:

A. Approve and authorize the Chairman to sign the LAP Agreement between FDOT and Escambia County for Construction and for Construction, Engineering and Inspection (CEI) Services for the Perdido Key Drive Multi-Use Path from the Alabama State Line to the Western Entrance to Perdido Key State Park, in the amount of $1,768,953, which will be reimbursed to the County;

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement; and

C. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

Perdido Key Drive is located in Commission District 2.

BACKGROUND:

The purpose of the Agreement is to enter into a Local Agency Program (LAP) Agreement between Escambia County (hereinafter referred to as County) and the Florida Department of Transportation (hereinafter referred to as the Department and/or FDOT), regarding funding, in the amount of $1,768,953, for construction and for construction, engineering, and inspection (CEI) services for the Perdido Key Drive Multi-Use Path, Western Phase. This project will construct approximately two miles of a multi-use path along the north side of Perdido Key Drive, formerly State Road (SR) 292. The project limits are from the Alabama State Line to the western entrance to Perdido Key State Park. Meeting in regular session on September 5, 2019, the Board approved the Road Transfer Agreement between Escambia County and FDOT which transferred ownership and maintenance of SR 292 (Perdido Key Drive) to Escambia County.

Following execution of the LAP Agreement, FDOT will authorize construction advertisement to proceed. The project construction is expected to be complete in June 2021.

BUDGETARY IMPACT:

The Department will reimburse the County up to $1,768,953 for expenses related to the construction of this project. A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The LAP Agreement and the Resolution have been reviewed and signed off on by the Escambia 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 Board approval, Escambia County Engineering staff will coordinate with FDOT staff and the Office of Purchasing for procurement of construction Contracts.

Attachments

LAP Agreement 438908-3-68-01 Perdido Key Multi Use Path

Resolution

FPN: 438908-3-58-01	FPN: 438908-3-68-01	FPN:
Federal No (FAIN): D320-033-B	Federal No (FAIN): D320-033-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSU	Fund: ACSU	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: Escambia (48) Contract No:
Recipient Vendor No: F596000598154 Recipient DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the Perdido Key Multi-Use Path, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,768,953. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,768,953 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the

Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as “Entity” for the purposes of the below indemnification) who perform work in connection with this Agreement:

“To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient’s facility, adequate title is in the Recipient’s name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Escambia County B.O.C.C.

By: _____
Name: Steven L. Barry
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-06-2020

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438908-3-58-01 & 438908-3-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C. (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.966 Miles

PROJECT DESCRIPTION: This project is for the consturction of the Perdido Key Drive multi-use path. The project will construct approximately 1.966 miles of a multi-use path along the North side of Perdido Key Drive, formally SR 292. The project limits are from the Alabama State Line to the western entrance to Perdido Key State Park. The path will vary from a 6' to 8' in widith depending on approved plans. The project will be constructed to meet all ADA requirements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities.The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

The Agency shall be responsible for following any and all enviornmental commitments identified on the Department's Project Commitment Record (PCR). Upon request, documentation shall be provided verifying all commitments have been met.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 millionormore.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by .
b) Design to be completed by .
c) Right-of-Way requirements identified and provided to the Department by .
d) Right-of-Way to be certified by .
e) Construction contract to be let by .
f) Construction to be completed by June 30, 2021 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER: 438908-3-58-01 & 438908-3-68-01
Escambia County B.O.C.C. 3363 West Park Place Pensacola, FL. 32505	

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2021 (ACSU)	$ 1,593,652.00	$ 0.00	$ 0.00	$ 1,593,652.00
FY: 2022 (Insert Program Name)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
FY: 2023 (Insert Program Name)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Construction Cost	$ 1,593,652.00	$ 0.00	$ 0.00	$ 1,593,652.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2021 (ACSU)	$ 175,301.00	$ 0.00	$ 0.00	$ 175,301.00
FY: 2022 (Insert Program Name)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
FY: 2023 (Insert Program Name)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total CEI Cost	$ 175,301.00	$ 0.00	$ 0.00	$ 175,301.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,768,953.00	$ 0.00	$ 0.00	$ 1,768,953.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$1,768,953.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

RESOLUTION R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT THE PERDIDO KEY MULTI-USE PATH; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program (LAP) Agreement FPN 438908-3-58-01 & 438908-3-68-01, the cost to construct an eight foot wide path on the north side of Perdido Key Drive from the Florida-Alabama state line to the Perdido Key State Park western boundary (hereinafter referred to as "the Project"); and

WHEREAS, the Department and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for a multi-use path along Perdido Key Drive; and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is $1,768,953.00 (one million, seven hundred sixty-eight thousand, nine hundred and fifty-three dollars); and

WHEREAS, the maximum participation by the Department is $1,768,953.00; and

WHEREAS, Project costs exceeding $1,768,953.00 will be borne by the County.

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 hereby approves and authorizes the Chairman to execute the Local Agency Program Agreement between the Department and the County.

SECTION 3. The Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing, and inspecting this Project.

SECTION 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ___ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven L. 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: 08-06-2020

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-17690 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Reallocation of Capital Improvement Program Funds - Local Option Sales Tax IV (Perdido Key Drive - District 2 Discretionary Funds)
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds for the Perdido Key Drive and Johnson Beach Road Intersection Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve the reallocation of funds from Local Option Sales Tax (LOST) IV District 2 Discretionary funds, in the amount of $125,308, for the Perdido Key Drive and Johnson Beach Road Intersection Improvement Project.

Fund	Cost Center	Project Name	Amount
Fund 353, LOST IV District 2 Discretionary Funds	110102	Perdido Key Drive at Johnson Beach Road Intersection Improvement Project	$125,308

BACKGROUND:

On November 18, 2019, the Board approved staff to proceed with solicitation of an engineering firm to provide design services for improvements to the Perdido Key Drive at Johnson Beach Road intersection and that District 2 Discretionary Funds would be utilized for the funding.

On July 28, 2020, staff negotiated a Contract, in the amount of $125,308, with Atkins North America, Inc., which will be recommended for approval at the Board Meeting on September 3, 2020, under a separate Recommendation prepared by the Office of Purchasing.

BUDGETARY IMPACT:

Fund	Cost Center	Project Name	Amount
Fund 353, LOST IV District 2 Discretionary Funds	110102	Perdido Key Drive at Johnson Beach Road Intersection Improvement Project	$125,308

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are anticipated for this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the Perdido Key Drive at Johnson Beach Road Intersection Improvement Project.

Attachments

Board Approval 11182019

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: The following positions are provided for your [the Board's] consideration and information:

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

   B. That the Board confirm the hiring of Ms. Tonya Ellis as the Director of Mass Transit with an annual salary of $92,161.60 per year, and a $400 monthly vehicle allowance effective Tuesday, November 19, 2019. This position is currently budgeted in the Fiscal Year 2019-2020; and

   C. That the Board be aware of the assignment of Mr. Keith Morris as the manager for the Office of Compliance and Ethics for a salary not to exceed $68,036. This position was created and approved in the Fiscal Year 2019-2020 Budget.

Motion: Move in the affirmative, A, B, and C
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action concerning improvements to Perdido Key Drive:

   A. Approve staff to proceed with safety enhancements in accordance with the Florida Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) standards to the existing five pedestrian crosswalks along Perdido Key Drive near Villagio Shopping Center, Beach Access #2, Beach Access #3 at River Road, Perdido Key Community Center, and Tom Thumb at Perdido Towers, at a not-to-exceed amount of $285,000; and

   B. Approve staff to proceed with solicitation of an engineering firm to perform an intersection improvement study, operation analysis, design services, and public involvement services for the Perdido Key Drive at Johnson Beach Road intersection, and to bring the design contract back to the Board at a later date for award.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Continued...

   This project is located in Commission District 2.

   [Funding: 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, in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding, in the amount of $700, from Commissioner May's Discretionary Fund to Mr. Robbins Neighborhood Super Bowl Bonanza event.

Motion: Move to give Mr. Robbins another $700 out of my discretionary
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board authorize Commissioner May to travel to Morrison, Tennessee.

Motion: I am asking the Board to support me going to Morrison, Tennessee to check out this Waste Away recycling center.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18422 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Contract Award for State and Federal Tax Credit Incentives Broker/Consulting
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 19-20.009, State and Federal Tax Credit Incentives Broker/Consulting - Clara Long, Neighborhood & Human Services Director through Paul Nobles, Manager of Purchasing, Office of Purchasing

That the Board take the following action concerning PD 19-20.009, State and Federal Tax Credits Incentives Broker/Consulting:

A. Approve and authorize the Chairman to execute the Agreement for Broker/Consulting Services (PD 19-20.009) to retain Clocktower Tax Credits, LLC for the purpose of brokering a sale of the County's Brownfield Voluntary Cleanup Tax Credits; and

B. Approve and authorize the Chairman to execute the Purchase Agreement/Contract to sell to RELX U.S. Holdings, Inc., for the Brownfields Voluntary Tax Credit Certificates.

Vender / Contractor	Funding	Amount	Contract Number
Clocktower Tax Credits LLC.	Fund 129, CDBG Entitlement	$309,726.89 (Will be received by Escambia County)	PD 19-20.009

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

- Clocktower Submittal
- Bid Summary

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control Facility, located at 603 West Romana Street, is an ongoing project since 2005, which has been funded through the HUD Community Development Block Grant (CDBG) program. The County is eligible to apply annually for reimbursement of 50% of expenses in the form of tax credits, through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit(VCTC) Program. Each Tax Credit Certificate is transferrable one time via assignment or sale of the credits within 5 years of issuance. The County currently holds four tax credit certificates totaling $343,377.92 eligible for sale.

BUDGETARY IMPACT:

Vender / Contractor	Funding	Amount	Contract Number
Clocktower Tax Credits LLC.	Fund 129, CDBG Entitlement	$309,726.92 (Will be received by Escambia County)	PD 19-20.009

LEGAL CONSIDERATIONS/SIGN-OFF:

The Purchase Agreement and the Contract/Agreement for Sale has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

Neighborhood and Human Services Department staff and the Office of Purchasing will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements.

Attachments

Agreement.VCTCTaxCrdit

AGREEMENT FOR BROKER/CONSULTING SERVICES (P.D. 19-20.009)

Request for Proposal

Purchase Agreement for State Tax Credits

This Purchase Agreement for State Tax Credits ("Agreement") is by and between **RELX US Holdings Inc.**, a Delaware corporation, with its principal place of business at 313 Washington Street, Suite 400, Newton, MA 02458, or an affiliate ("Investor"), and **Escambia County Board of Commissioners**, with administrative offices at 221 Palafox Place, Pensacola, FL 32502 ("Owner").

In consideration of the mutual promises of the parties hereto and other valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

Projects: **Former Mosquito Control Facility – Pensacola, Florida**
Former Mahogany Mill Road Boat Ramp – Pensacola, Florida

Voluntary cleanup of two Brownfield sites which qualify for Tax Credits as described below.

Tax Credits: Four Florida Voluntary Cleanup Tax Credit Certificates in the total amount of **$343,377.92** ("Tax Credit Certificates") issued as follows:

Application#	Certificate #	Certificate Amount	Issue Date
644	648	$ 50,975.00	2017.07.10
645	692	$ 36,613.55	2017.07.17
907	926	$ 55,822.45	2018.08.06
755	821	$ 199,966.92	2018.07.13

Statutory Authority: Section 376.30781, Florida Statutes

Owner: **Escambia County Board of Commissioners**

Administering Agency: Florida Department of Environmental Protection, Division of Waste Management ("FDEP")

Investment Structure: The Owner has expended costs integral to the rehabilitation of the Project sites. Such costs, as certified by an independent CPA, have qualified for Tax Credits under the statute, and the FDEP has issued Florida Voluntary Cleanup Tax Credits as described above. Owner agrees to sell such Tax Credit Certificates, and Investor will purchase the Tax Credit Certificates, in the amount and in the manner described herein.

Investor will have no interest in or liability arising from the Projects, other than the right to use the Tax Credits so transferred.

Purchase Price: **$311,443.77**, (provided, however, if the total face amount on the Tax Credit Certificates transferred is other than **$343,377.92**, the Purchase Price shall be **$0.907** for each dollar of tax credit available to be transferred to the Investor and shown on the new Tax Credit Certificates). The Purchase Price includes the Broker's Fee of $1,716.88, equal to $0.005 per dollar shown on the Tax Credit Certificates ("Broker's Fee"), to be paid to Clocktower Tax Credits, LLC (as defined below).

Transaction Expenses: Each party will pay for its own legal and other expenses incurred in this transaction, if any. The ordinary cost and expenses of the Escrow Agent (as later defined) shall be borne by Clocktower Tax Credits, LLC.

Both parties acknowledge that Clocktower Tax Credits, LLC ("Broker") is the only party that has acted as broker in bringing the two parties together in this transaction.

Due Diligence: Investor is entitled to, and Owner agrees to provide, certain due diligence materials for the Tax Credit Certificates including but not limited to a copy of the Applicant's Affidavit, the CPA Certification, and the Technical Professional Certification from each VCTC application to the FDEP (collectively, the "Due Diligence Materials"). Such Due Diligence Materials shall be provided by Owner to Investor upon execution of this Agreement.

Investor represents that it will proceed diligently with its due diligence review and will act in good faith to complete this transaction in a timely manner, and will notify Owner in writing that it either will or will not proceed with the purchase no later than ten (10) days after Investor's receipt of all the Due Diligence Materials (the "Inspection Period").

If Investor, in Investor's sole and absolute discretion, for any reason or no reason whatsoever, is not satisfied with the results of its review of the Due Diligence Materials prior to expiration of the Inspection Period then, in such event, Investor may terminate the Agreement by giving written notice of termination to Owner prior to the expiration of the Inspection Period, with a copy to Broker.

Transfer Procedure: If Investor does not so terminate this Agreement prior to the expiration of the Inspection Period, then Investor shall give notice of its acceptance in writing to Owner, with a copy to Broker. The transfer of the Tax Credit Certificates shall be completed under the terms of the escrow instructions, attached hereto as Exhibit A and incorporated by reference herein ("Escrow Instructions"), to be executed by the parties simultaneously with the execution of this Agreement. Investor shall then wire the Purchase Price to the escrow agent under the Escrow Instructions ("Escrow Agent").

Escrow Agent shall confirm to Owner that the Purchase Price has been deposited into the escrow account. Upon receipt of this confirmation, Owner shall authorize FDEP to issue new Tax Credit Certificates ("New Certificates") in accordance with the terms of the Transfer Instruction Letter, attached hereto as Exhibit B, and the transfer provisions of Rule 62-788(6), FAC, or other applicable law as it may be amended from time to time.

The sole condition of the release from escrow of the Purchase Price to Owner (and the Broker's Fee to Broker) shall be the receipt by Escrow

Agent of the New Certificates correctly issued by the FDEP in the amounts listed above in accordance with the Transfer Instruction Letter.

The Owner shall have the option to terminate this Agreement by written notice to the Investor if the Purchase Price is not received by the Escrow Agent within three (3) days after the end of the Inspection Period.

Investor shall have the option to terminate this Agreement if Owner fails to submit to FDEP the request to transfer the Tax Credit Certificates within ten (10) days of Investor's approval of the Due Diligence, or if FDEP fails to issue New Certificates by November 15, 2020.

In the event that a New Certificate is issued incorrectly, Owner and Broker will work with FDEP to issue a corrected certificate ("Corrected Certificate"). If the FDEP is unable or unwilling to correct such errors or otherwise deliver a New Certificate or a Corrected Certificate on or before November 15, 2020, then Investor shall pay the pro rata share of the Purchase Price for only the tax credits successfully transferred.

Upon receipt of their respective funds and the New Certificates in correct form and amount, all parties will be satisfied and no further actions are required, subject to the provisions of this Agreement which survive the sale.

Owner Representations:

Owner represents that it is familiar with the rules and regulations relating to the issuance of the Tax Credits, and that it has engaged adequate legal representation with respect to the requirements under state and federal regulations, and the transfer of the Tax Credits to Investor. Nothing herein is intended to serve as a waiver of sovereign immunity by Owner and nothing herein shall be construed as consent by Owner to be sued by third parties in a matter arising out of this Agreement.

Owner represents that it will proceed diligently in effecting the transfer of the Tax Credits and will act in good faith and in accordance with the regulations of FDEP.

Owner acknowledges that it currently controls the Projects and will control the allocation of Tax Credits related to such Projects and expects to do so through the completion of the transaction contemplated herein. Owner acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor Representations:

Investor is purchasing the Tax Credits for its own account, for investment purposes only and not with a view to the resale or distribution thereof except to an entity affiliated with Investor. Investor acknowledges that the statute prohibits any subsequent transfer of the Tax Credit Certificates except through merger or acquisition.

Investor acknowledges that the Tax Credits have not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws and are being offered and sold in reliance upon exemptions from such registration.

Investor has not relied upon any representations or other information (whether oral or written) other than as contained in any documents so furnished to it by Owner or contained herein.

Investor is an "accredited investor" as that term is defined in Rule 501 of Regulation D, promulgated by the Securities and Exchange Commission, under the Act.

Investor has the financial wherewithal readily available to purchase the Tax Credit Certificates as contemplated herein and represents that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor agrees to indemnify and hold Owner harmless for any loss or damage incurred as a result of Investor's bad faith, misrepresentation, or fraud, but in no event shall the amount of this indemnity exceed the Purchase Price.

Submissions & Reporting: Owner shall provide all such material as is necessary to file with the Florida Department of Revenue to claim the Tax Credits, including but not limited to the Tax Credit Certificates.

Notices: Any notices or demand to be given or that may be given hereunder shall be in writing and shall be:

(i) delivered by hand delivery,
(ii) delivered through the United States mail, postage prepaid, certified, return receipt requested,
(iii) delivered through or by Federal Express, Express Mail or other expedited mail or package service, or
(iv) via email, addressed to the parties as follows:

Owner: Janice P. Gilley
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Investor: Daniel McGlinchey
RELX Group
313 Washington Street, Suite 400
Newton, MA 02458
Email: Daniel.McGlinchey@relx.com

Broker: Mr. Jeff Jacobson
Clocktower Tax Credits, LLC
2 Mill & Main Place, Suite 295
Maynard, MA 01754
Email: JJacobson@clocktowertc.com

Entire Agreement; Successors; Venue: This Agreement sets forth the entire agreement of the parties and may not be modified except in writing executed by the parties hereto or their authorized representatives. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their respective legal representatives, successors, and assigns. This Agreement shall be governed by Florida law and the parties stipulate that venue for any matter which is the subject of this Agreement shall be in the County of Escambia.

Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart and delivering an original copy to the other party.

Miscellaneous: No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

[Signature Page]

INVESTOR:

RELX U.S. HOLDINGS INC.
FEIN: 04-3006976

By: _____
Name: Peter F. Dangoia
Title: Vice President – US Tax

Date: _____

OWNER:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida
FEIN: 59-6000598

By: _____
Name: Steven Barry
Title: Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-07-2020

EXHIBIT A
ESCROW INSTRUCTIONS

Date: _____, 2020

Escrow Agent:

These Escrow Instructions ("Instructions") are made and entered into as of the date stated above, by and between **RELX US Holdings Inc.** ("Buyer"); **Escambia County Board of Commissioners** ("Seller"); and **William D. Preston, P.A.** ("Escrow Agent").

RECITALS

A. Seller and Buyer entered into a Purchase Agreement for State Tax Credits dated as of _____, 2020 (the "Agreement"). The Agreement relates to the sale of Florida Voluntary Cleanup Tax Credit Certificates in the total amount of **$343,377.92**, authorized under Section 376.30781 Florida Statutes (the "Original Certificates"). Capitalized terms that are used, but not defined, herein shall have the respective meanings given to them in the Agreement.

B. Seller and Buyer now wish to establish an escrow arrangement with Escrow Agent to implement certain terms contained in the Agreement and provide written escrow instructions to Escrow Agent.

NOW THEREFORE, the parties agree as follows:

AGREEMENTS

1. Agreement as Escrow Instructions. The parties have provided an executed copy of the Agreement to Escrow Agent. Escrow Agent accepts the Agreement; provided that it is understood and agreed that all responsibilities and duties of Escrow Agent are solely set forth in these Instructions, notwithstanding anything to the contrary in the Agreement or any other agreement between Seller and Buyer, and Escrow Agent shall have no responsibility or liability for any provisions of the Agreement or any such other agreement. Neither these Instructions, nor any amendment to these Instructions, in any way cancel or supersede any obligations of Buyer or Seller in the Agreement.

2. Opening of Escrow. For purposes of consummating the transaction contemplated by the Agreement, Escrow Agent shall receive funds into its trust account at Intracoastal Bank, as the same is more particularly identified below (the "Trust Account"). The parties acknowledge and agree that funds deposited in the Trust Account need not be segregated but may be comingled with other trust funds. No Buyer or Seller shall have any right to interest, if any, accruing upon funds placed into the Trust Account as contemplated herein. Escrow Agent is the sole signatory on such account and shall have sole and exclusive authority to make deposits, transfers and/or withdrawals from such account. Wire/ACH transfer instructions for the account are as follows:

Bank Name:	Regions Bank
Address:	3516 Thomasville Road
City, State:	Tallahassee, FL 32309
ABA No:	062005690
Account Name:	Florida Bar Foundation, Inc. IOTA for William D. Preston, P.A. Trust Account
Account No:	3401457861

3. Obligations of Escrow Agent. Subject to the limitations herein:

(a) Upon receipt of amounts designated as the Purchase Price for each Original Certificate, the Escrow Agent shall deposit Purchase Price ("Deposit") into the Trust Account identified in paragraph 2 above and upon receipt of the Deposit, Escrow Agent shall promptly notify Seller and Buyer of such receipt, and the amount thereof, by email to the respective addresses set forth in the Agreement.

(b) The Escrow Agent shall notify the parties if the Deposit has not been received by Escrow Agent within three (3) days of the end of the Inspection Period.

(c) Upon receipt by Escrow Agent of a copy of each New Certificate issued to Buyer in accordance with the Transfer Request, Escrow Agent is hereby instructed to simultaneously (i) release the Deposit (less Broker's Fee); (ii) release the amount of such Broker's Fee (less Escrow Agent's Fee of $250) to Broker; and (iii) release the amount of the Escrow Agent's fees and costs to Escrow Agent.

Disbursement to Seller shall be by check made payable to *Escambia County Board of County Commissioners* sent via Certified Mail to the following:

Glenn C. Griffith, Brownfields Coordinator
Escambia County
221 Palafox Place
Pensacola, FL 32502
Phone: 850-595-3538

Disbursement of Broker's Fee to Broker shall be by check sent via Certified Mail to the following:

Jeff Jacobson
Clocktower Tax Credits, LLC
2 Mill & Main Place, Suite 295
Maynard, MA 01754

4. Cancellation of Escrow. Should FDEP fail to transfer an Original Certificate to the correct and proper name of Buyer with an effective date of on or before November 15, 2020, Escrow Agent shall return the portion of the Deposit related to such Original Certificate to Buyer and to likewise return the Original Certificate to Seller, in which event all obligations under the Agreement relative to such Original Certificate only shall be null and void. In the event that a New Certificate contains typographical errors or otherwise is not issued in the form required by the Transfer Request, the Escrow Agent shall provide the parties with immediate written notice of same specifying the deficiency regarding the New Certificate, whereupon Seller shall contact the FDEP regarding such error(s), and upon written direction of Seller, the FDEP shall be requested to reissue the New Certificate in accordance with the Transfer Request. Escrow Agent and Buyer hereby covenant to cooperate and assist Seller to the fullest extent possible. Such corrected and re-issued New Certificate ("Corrected Certificate") must be effectively dated on or before November 15, 2020. If the FDEP is unable or unwilling to correct such errors or otherwise deliver a New Certificate or a Corrected Certificate to Buyer with copy to Escrow Agent on or before November 15, 2020, has voided the proposed transfer or otherwise has returned the Original Certificate to Escrow Agent, then the parties hereby instruct Escrow Agent to return the portion of the Deposit related to such Original Certificate to Buyer and to likewise return the Original Certificate to Seller, in which event all obligations under the Agreement relative to such Original Certificate only shall be null and void.

Disbursement to Buyer pursuant to this paragraph 4 shall be by check sent via Certified Mail to the following:

Daniel McGlinchey
RELX Group
313 Washington Street, Suite 400
Newton, MA 02458

5. Changes in Instructions. No notice, demand or change of instructions shall be of any effect in this escrow unless given in writing by all parties affected thereby. If conflicting demands, notices, or instructions are made or served upon Escrow Agent at any time with respect to this escrow, Escrow Agent shall have the absolute right, at his/her election, to stop the performance of the escrow, and further, to file a suit in interpleader at the expense of Buyer and Seller (50% each) to the extent permitted by law.

6. Escrow Agent. Escrow Agent shall not be liable (i) for the validity or correctness as to form or manner of execution of any document provided to it; (ii) as to the identity, authority or rights of any person executing such document; (iii) for the failure by one party or the other to comply with any of the provisions of any document provided or referred to in this escrow. Each party acknowledges that the services being provided by Escrow Agent are strictly limited to those described above, and to the safekeeping of any property, funds or documents received by it as Escrow Agent and to their disposition in accordance with instructions accepted in these Escrow Instructions. Clocktower/Broker shall pay the ordinary fees and expenses of Escrow Agent. Escrow Agent shall only be liable hereunder for its gross negligence or willful misconduct in performing its duties hereunder.

Escrow Agent assumes no liability under these Instructions except that of a stakeholder, and Escrow Agent shall be under no responsibility other than to faithfully follow the instructions herein contained. Escrow Agent may receive advice from counsel and shall be fully protected in any actions taken in good faith, in accordance with such advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these Instructions unless requested to do so by the parties hereto. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, Seller and Buyer agree to indemnify and hold harmless Escrow Agent from any and all costs, damages, expenses, including reasonable attorney's fees, that Escrow Agent may incur on account of its services as Escrow Agent under these instructions; provided, however, that this indemnity shall not extend to any acts of gross negligence or willful misconduct on the part of Escrow Agent. Nothing herein is intended to serve as a waiver of sovereign immunity by the Seller/County beyond the waiver provided by §768.28, Florida Statutes, and nothing herein shall be construed as consent by the Seller/County to be sued by third parties in any matter arising out of this Agreement. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

Broker is not an intended third-party beneficiary of the Agreement, and Escrow Agent shall have no duties to Broker hereunder.

7. Miscellaneous. (A) These Instructions and the interpretation and enforcement of same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon the parties and their successors and permitted assigns, and shall inure to the benefit of and be enforceable by the parties, and their respective successors and permitted assigns. (B) In the event of any legal action, suit or proceeding, each of the parties hereto hereby consents to the exclusive

jurisdiction and venue of the courts of the State of Florida located in Escambia County, Florida with respect to any matter relating to these Instructions and the performance of the parties' obligations hereunder and each of the parties hereto hereby further consents to the personal jurisdiction of such court. The parties hereby agree that service of process may be made in any manner permitted by the rules of such court and the laws of the State of Florida. Each party further agrees that the exclusive choice of forum set forth in this paragraph does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. (C) These Instructions may not be modified or amended nor may any provision contained herein be waived, except in writing signed by all parties. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. (D) The invalidity or unenforceability of any provision of these Instructions shall not affect the validity or enforceability of any other provisions of these Instructions, which shall remain in full force and effect. (E) These Instructions may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. The parties may deliver an executed counterpart by facsimile or electronic means, which shall be binding in the same manner as an original.

BUYER:
RELX U.S. HOLDINGS INC.

By: _____
Name: Peter F. Dangoia
Title: Vice President – US Tax

Date: _____, 2020

SELLER:
BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

By: _____
Name: Steven Barry
Title: Chairman

Date: _____, 2020

ESCROW AGENT:
WILLIAM D. PRESTON, P.A.

By: _____
William D. Preston, Esq., as President

Date: _____, 2020

EXHIBIT B
TRANSFER INSTRUCTION LETTER

VCTC Certificate Transfer Request

_____, 2020

VCTC Program Manager **EMAIL: Scott.L.Sweeney@dep.state.fl.us**
Department of Environmental Protection
Division of Waste Cleanup
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Re: Escambia County Board of Commissioners
Voluntary Cleanup Tax Credit Certificates #'s 648, 692, 926 and 821,

Dear Mr. Sweeney,

Escambia County Board of Commissioners has received four Voluntary Cleanup Tax Credit Certificates issued from the State of Florida pursuant to Section 376.30781, Florida Statutes. We are requesting, pursuant to Section 220.1845(2)(g), that the following Certificates be transferred:

Certificate Number	FDEP Facility ID#	VCTC Application #	Amount
648	171102001	644	$ 50,975.00
692	170502001	645	$ 36,613.55
926	170502001	907	$ 55,822.45
821	170502001	755	$199,966.92

Escambia County Board of Commissioners herein authorizes that the enclosed Voluntary Cleanup Tax Credit Certificates (outlined above) be transferred in their entirety as follows to:

Transferee Percent: 100%
Transferee Name: RELX U.S. Holdings Inc.
Transferee FEIN: 04-3006976
Transferee Email: Daniel.McGlinchey@relx.com
Transferee Contact: Daniel McGlinchey
Transferee Phone: (617) 558-4916

Upon transfer in accordance with the terms hereof, please email the new original tax credit certificates bearing an issue date on or before November 15, 2020, to the Escrow Agent at the following address:

William D. Preston, Esq.
William D. Preston, P.A.
1261 Carr Lane
Tallahassee, FL 32312
Email: bill@wprestonpa.com

In the event that FDEP cannot complete the requested transfer on or before November 15, 2020, issuing new tax credit certificates in accordance with the terms hereof and bearing an issue date

on or before November 15, 2020, then you are instructed to return the original tax credit certificates to:

Glenn C. Griffith
Brownfields Coordinator
Escambia County
221 Palafox Place
Pensacola, FL 32502
Phone: 850-595-3538
Email: GCGRIFFI@myescambia.com

The undersigned is a duly authorized person for the purposes of authorizing transfer of these Tax Credit Certificates.

Sincerely,

Escambia County Board of Commissioners

By: _____

Name: _____

Title: _____

AGREEMENT FOR BROKER/CONSULTING SERVICES (P.D. 19-20.009)

THIS AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, FL 32502, and Clocktower Tax Credits, LLC, a foreign limited liability company (hereinafter referred to as "Consultant"), FEI/EIN 27-3018744, with a principal address located at 2 Mill & Main Place, Suite 295, Maynard, MA 01754.

WITNESSETH:

WHEREAS, pursuant to §376.30781, Florida Statutes, the State of Florida, by and through the Florida Department of Environmental Protection's Division of Waste Management, may grant tax credits to eligible applicants in the amount of 50% of the cost of any voluntary clean-up activity to rehabilitate dry-cleaning solvent contaminated or brownfield sites in designated brownfield areas (hereinafter referred to as the "Program"); and

WHEREAS, the County applied for and was granted four (4) voluntary clean-up tax credit certificates in the total amount of $343,377.92; and

WHEREAS, the County issued a Request for Proposals (P.D. 19-20.009) seeking a consultant to perform brokerage/consulting services relating to the sale of voluntary clean-up tax credit certificates acquired through the State of Florida Brownfield Environmental Clean-up Incentive program; and

WHEREAS, Consultant was the most responsive and responsible firm proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such service as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Tax Credits. The County applied for and was granted Program tax credits in the total amount of $343,377.92 relating to work on certain environmental remediation projects located in Escambia County, Florida, as further described below (the "Projects"). The tax credits will be in the form of Certificates issued by the Florida Department of Environmental Protection, as described below (the "Tax Credits"). The Tax Credits are controlled by, and the interests will be sold by, the County.

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

4. Term. The term of this Agreement shall commence upon the date last executed by the parties ("Effective Date") and will continue for 180 days (other than with respect to its provisions which survive termination or expiration).

5. Scope of Services. Consultant agrees to perform in accordance with the terms and conditions outlined in Escambia County's *Request for Proposals, State and Federal Tax Credits Incentives Broker/Consulting, Specification No. P.D. 19-20.009*, attached hereto as **Exhibit A**. Consultant will market the Tax Credits to accredited investors and present offers or letters of interest to invest in or purchase the Tax Credits. County retains the right to accept or reject any investment proposal for any or no reason without any financial obligation to Consultant.

During the term of this Agreement, the County agrees to exclusively utilize the Consultant's services to market the Tax Credits and shall refer to the Consultant any solicitations or inquiries regarding the sale of the Tax Credits.

6. Compensation. County will pay Consultant a fee of $0.005 per dollar of Tax Credits sold to any investor from whom Consultant procured an offer or letter of interest during the term of this Agreement. County will pay Consultant upon receipt of the proceeds of each transaction. Such obligation shall survive any transfer of the Tax Credits or of the County's interest.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Consultant. This Agreement may be terminated for cause by the Consultant upon providing thirty (30) days written notice to the County. In the event of termination by either party as provided herein, Consultant shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Consultant's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant or by anyone for whom the Consultant is legally liable. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance.
The Consultant is required to carry Professional Liability insurance coverage with $1,000,000 per occurrence minimum limits. Coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policy shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notice shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591. The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on liability policies. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant and surety, if any, seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by

hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Clocktower Tax Credits, LLC
Attention: Jeff Jacobson
2 Mill & Main Place, Suite 295
Maynard, MA 01754

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Consultant shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of the County.

17. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

18. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

19. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the

interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates under each signature below:

COUNTY:
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

Approved as to form and legal sufficiency.

By: _____

By/Title: Kristin D. Hual, SACA

(SEAL)

Date: 08-07-2020

CONSULTANT:
CLOCKTOWER TAX CREDITS, LLC

By: _____
Jeff Jacobson, President

Witness: _____

Date: _____

Witness: _____

ESCAMBIA COUNTY
FLORIDA

Request for Proposal

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM CDT, January 30, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Pensacola, FL 32591-1591

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Douglas B. Underhill
Lumon J. May
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: Lagordon@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA REQUEST FOR PROPOSAL
PROPOSAL CHECKLIST

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD: 19-20.011

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete Proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late Proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE PROPOSAL:

- Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- Proposal Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE PROPOSAL:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:
Placed your Proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of Proposal, and due date and time of Proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
If you do not wish to submit a Proposal at this time, please remove the Proposal, Offer, and Proposal Form from the Proposal Package and enter No Proposal in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Proposal Form in a sealed envelope. This will ensure your company's active status in our Proposers list.

This form is for your convenience to assist in filling out your Proposal.
Do not return this form with your Proposal.

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Proposal.
Forms marked with a (** Double Asterisk) should be returned with the Proposal.

	Page
Solicitation, Offer, and Proposal Form *	4
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	6
Drug-Free Workplace Form **	8
Information Sheet for Transactions and Conveyances Corporate Identification **	9
List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	13

Exhibit I – Tax Credit Certificates

1) Certificate Number: 648 /VTC Application Number: 644
2) Certificate Number: 926 /VTC Application Number: 907
3) Certificate Number: 821 /VTC Application Number: 755
4) Certificate Number: 692 /VTC Application Number: 645

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM **ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:
Lawrence A. Gordon
Purchasing Specalist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591-1591
Phone: 850-595-4987

Request for Proposal

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

Solicitation

MAILING DATE: 1/15/2020
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 1/30/2020 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (__) _____
Toll Free: (__) _____
Fax: (__) _____

Reason for No Offer _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to propose by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

---

1) **Certificate Number: 648 /VTC Application Number: 644**
   - **Subtotal Proposal Amount: $**_____

2) **Certificate Number: 926 /VTC Application Number: 907**
   - **Subtotal Proposal Amount: $**_____

3) **Certificate Number: 821 /VTC Application Number: 755**
   - **Subtotal Proposal Amount: $**_____

4) **Certificate Number: 692 /VTC Application Number: 645**
   - **Subtotal Proposal Amount: $**_____

Total Proposal Amount: $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Person to Contact Concerning This Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____
My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will proposal by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Proposal's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Proposers Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING SPECIFICATION NUMBER PD 19-20.009 Name of Submitting Firm, Time and Date due. Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Proposals for invitations for Proposal or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Scope of Work: Escambia County is seeking financial brokerage services from appropriately licensed and certified State and Federal Tax Credit Incentives broker/consulting firms. The County is in possession of four (4) valid State of Florida tax credit certificates acquired through a State of Florida Brownfield environmental cleanup incentive program totaling $343,377.92. Certificates are for years 2015(2 EA.),2016(1 EA.) and 2017(1 EA.). Selected firm will have 180 days from execution of the brokerage contract with the County to secure a bona fide ready and willing purchaser of the County's certificates.

2. Procurement Questions

Questions shall be directed to Lawrence A. Gordon, Purchasing Specialist, at Lagordon@Myescambia.com. Last day for questions will be **1/23/2020 at 4:00 p.m. CDT**.

3. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

4. Payment

All payments and associated paperwork to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

5. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting Proposal bond or check. If an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

6. Award

It is the intent of the County to place one order with the most responsive and responsible Proposer who can best provide the requested service based upon the needs of the County at the time. The county retains the right to award to multiple suppliers if it is in the best interest of the county.

7. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. If any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

8. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

9. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror

will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized,

in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Lawrence A. Gordon, Purchasing Specalist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4987

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

10. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and there, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by

Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be the County's exclusive remedy.

12) SELECTION CRITERIA

- The highest going market purchase price for the certificates. 30 pts
- The amount of the brokerage fee. 30 pts
- The documented procurement of a bona fide purchaser. 30 pts
- Brokerage Firm Experience with Brownfield Tax Credit 10 pts

13) Exhibits Provided:

Exhibit I – Tax Credit Certificates (In Vendor Registry)

ESCAMBIA COUNTY
FLORIDA

Request for Proposal

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM CDT, January 30, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Pensacola, FL 32591-1591

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Douglas B. Underhill
Lumon J. May

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: Lagordon@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA REQUEST FOR PROPOSAL
PROPOSAL CHECKLIST

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD: 19-20.011

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete Proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late Proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE PROPOSAL:

- Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- Proposal Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE PROPOSAL:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:
Placed your Proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of Proposal, and due date and time of Proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
If you do not wish to submit a Proposal at this time, please remove the Proposal, Offer, and Proposal Form from the Proposal Package and enter No Proposal in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Proposal Form in a sealed envelope. This will ensure your company's active status in our Proposers list.

This form is for your convenience to assist in filling out your Proposal.
Do not return this form with your Proposal.

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Proposal.
Forms marked with a (** Double Asterisk) should be returned with the Proposal.

	Page
Solicitation, Offer, and Proposal Form *	4
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	6
Drug-Free Workplace Form **	8
Information Sheet for Transactions and Conveyances Corporate Identification **	9
List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	13

Exhibit I – Tax Credit Certificates

1) Certificate Number: 648 /VTC Application Number: 644
2) Certificate Number: 926 /VTC Application Number: 907
3) Certificate Number: 821 /VTC Application Number: 755
4) Certificate Number: 692 /VTC Application Number: 645

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM **ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:
Lawrence A. Gordon
Purchasing Specalist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591-1591
Phone: 850-595-4987

Request for Proposal

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING

SPECIFICATION NUMBER PD 19-20.009

Solicitation

MAILING DATE: 1/15/2020
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 1/30/2020 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (__) _____
Toll Free: (__) _____
Fax: (__) _____

Reason for No Offer _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to propose by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

---

1) **Certificate Number: 648 /VTC Application Number: 644**
   - **Subtotal Proposal Amount: $**_____

2) **Certificate Number: 926 /VTC Application Number: 907**
   - **Subtotal Proposal Amount: $**_____

3) **Certificate Number: 821 /VTC Application Number: 755**
   - **Subtotal Proposal Amount: $**_____

4) **Certificate Number: 692 /VTC Application Number: 645**
   - **Subtotal Proposal Amount: $**_____

Total Proposal Amount: $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Person to Contact Concerning This Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____
My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will proposal by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Proposal's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Proposers Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

STATE AND FEDERAL TAX CREDITS INCENTIVES BROKER/CONSULTING SPECIFICATION NUMBER PD 19-20.009 Name of Submitting Firm, Time and Date due. Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Proposals for invitations for Proposal or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Scope of Work: Escambia County is seeking financial brokerage services from appropriately licensed and certified State and Federal Tax Credit Incentives broker/consulting firms. The County is in possession of four (4) valid State of Florida tax credit certificates acquired through a State of Florida Brownfield environmental cleanup incentive program totaling $343,377.92. Certificates are for years 2015(2 EA.),2016(1 EA.) and 2017(1 EA.). Selected firm will have 180 days from execution of the brokerage contract with the County to secure a bona fide ready and willing purchaser of the County's certificates.

2. Procurement Questions

Questions shall be directed to Lawrence A. Gordon, Purchasing Specialist, at Lagordon@Myescambia.com. Last day for questions will be **1/23/2020 at 4:00 p.m. CDT**.

3. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

4. Payment

All payments and associated paperwork to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

5. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting Proposal bond or check. If an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

6. Award

It is the intent of the County to place one order with the most responsive and responsible Proposer who can best provide the requested service based upon the needs of the County at the time. The county retains the right to award to multiple suppliers if it is in the best interest of the county.

7. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. If any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

8. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

9. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror

will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized,

in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Lawrence A. Gordon, Purchasing Specalist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4987

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

10. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and there, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by

Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be the County's exclusive remedy.

12) SELECTION CRITERIA

- The highest going market purchase price for the certificates. 30 pts
- The amount of the brokerage fee. 30 pts
- The documented procurement of a bona fide purchaser. 30 pts
- Brokerage Firm Experience with Brownfield Tax Credit 10 pts

13) Exhibits Provided:

Exhibit I – Tax Credit Certificates (In Vendor Registry)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18366 **County Administrator's Report 11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Contract Award for Perdido Key Drive at Johnson Beach Road Intersection Improvements
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Perdido Key Drive at Johnson Beach Road Intersection Improvements - 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, Florida and Atkins North America, LLC, per the terms and conditions of PD 19-20.022, Perdido Key Drive at Johnson Beach Road Intersection Improvements, in the amount of $125,308.

Vender / Contractor	Funding	Amount	Contract Number
Atkins North America, LLC	Fund Name: LOST IV Fund Number: 353 Cost Center: 110102 Object Code: 56301	$125,308	PD 19-20.022

A Request for Letters of Interest (RLI) for PD 19-20.022, Perdido Key Drive at Johnson Beach Road Intersection Improvements, was publicly noticed to 96 unique firms via Vendor Registry on January 24, 2020. The solicitation was viewed by 33 firms. Proposals were received from four firms on February 7, 2020.

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

- RFP Response from Atkins North America, LLC

BACKGROUND:

On November 6, 2019, Perdido Key Drive became a County-owned roadway when the Road Transfer Agreement (RTA) between Florida Department of Transportation (FDOT) and Escambia County, Florida, for State Road (SR) 292 (Perdido Key Drive) from the Alabama State Line to Gongora Drive and County Road (CR) 99 (Beulah Road) from Mobile Highway (SR 10) to Isaacs Lane, which was approved by the Board of County Commissioners at its regular meeting on September 5, 2019, was signed and executed by FDOT Secretary Thibault.

On November 18, 2019, the Board of County Commissioners recommended that staff proceed with solicitation of engineering services for intersection improvements at the intersection of Perdido Key Drive and Johnson Beach Road. The services will include operational analysis and design services for a single lane roundabout. Public involvement will also be key to the progress and success of this project.

A request for Proposals for PD 19-20.022, Perdido Key Drive at Johnson Beach Road Intersection Improvements, was publicly noticed to 96 unique firms via Vendor Registry on January 24, 2020. The solicitation was viewed by 33 firms. Proposals were received from four firms on February 7, 2020.

The final ranking order was:

1. Atkins North America, Inc.;
2. DRMP, Inc.; and
3. HAS Engineering Inc.

Atkins North America, Inc., was deemed the most qualified firm. Atkins North America, Inc., will provide Escambia County with a complete intersection design and support services for construction with critical habitat and environmental stewardship being a priority. A public meeting was held on June 11, 2020, to get input from the residents. The result of the public information poll was to proceed with a roundabout design which resulted in a reduced scope of work. Three negotiation sessions were held in June and July 2020, with Atkins negotiated fee being $125,308.

BUDGETARY IMPACT:

Vender Contractor	Funding	Amount	Contract Number
Atkins North America, LLC	Fund Name: LOST 1V Fund Number: 353 Cost Center: 110102 Object Code: 56301	$125,308	PD 19-20.022

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form Contract, Form G, Consulting Services for Standalone 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 Codes of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article 2, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement, as well as the Purchase Order. John Rosenau, Engineering Project Manager, will be the contract administrator.

Attachments

Solicitation
Register of Submitters
Short List and Final Ranking
Contract

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

PERDIDO KEY DRIVE AT JOHNSON BEACH ROAD INTERSECTION IMPROVEMENTS SPECIFICATION NUMBER PD 19-20.022

Letters of Interest Will Be Received Until:
11:59 PM CDT February 7, 2020

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

Attention: Paul R. Nobles, Purchasing Manager

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice Chairman
Jeff Bergosh
Douglas B. Underhill
Lumon J. May

From: Paul R. Nobles**,** Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Lawrence A. Gordon Purchasing Specialist
Office of Purchasing, Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.301
Pensacola, FL 32502
850-595-4987 Email: Lagordon@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
PERDIDO KEY DRIVE AT JOHNSON BEACH ROAD INTERSECTION IMPROVEMENTS
SPECIFICATION NUMBER PD 19-20.022

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 Government Forms. software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: http://www.myescambia.com/our-services/purchasing/professional-services-submittals
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
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- 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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1. INFORMATION PACKAGE

SCOPE OF SERVICES:

Background:

On November 6, 2019, Perdido Key Drive became a county-owned roadway when the Road Transfer Agreement (RTA) between FDOT and Escambia County, FL for State Road (SR) 292 (Perdido Key Drive) from the Alabama State Line to Gongora Drive, was approved by the Board of County Commissioners at its regular meeting on September 5, 2019, and was signed and executed by FDOT Secretary Thibault (see attached.)

Escambia County is soliciting for engineering services to conduct an intersection study for safety upgrade to the intersection of Perdido Key Drive at Johnson Beach Road. The study shall include a signal and roundabout warrant analysis. Services shall include public involvement meetings, design services, bidding, permitting, and limited construction services. Preliminary design shall include goals for sustaining critical habitat for threatened and endangered species.

Project goals will be defined through the public involvement process. Should public consensus be to proceed with one of the warranted design options, the project will progress to completion. Should the public reject design options, the project will conclude with no further action taken.

Task 1: Operational Analysis

For the purpose of determining if the existing Level of Service and / or Level of Safety for the subject intersection of Perdido Key Drive / Johnson Beach Road can be improved upon through signalization or geometric alteration, Escambia County seeks the preparation and provision of an Operational Analysis of the intersection of Perdido Key Drive at Johnson Beach Road. The consultant's analysis will include (but not necessarily be limited to) the following data / determinations:

- Averaged Daily Traffic Volumes for both roadways.
- AM and PM Peak Hours.
- Existing Level of Service for subject intersection.
- Traffic Signal Warrant Analysis for subject intersection.
- Roundabout Warrant Analysis for subject intersection.
- Projection of subject intersection's Level of Service with signalization or geometric alteration if warranted.
- Enhancements (if any) other than signalization that would improve the Level of Service / Safety at the subject intersection.

Operational analysis and any determinations or recommendations will be based on (but not necessarily be limited to) the following studies / data to be acquired by consultant:

- 48-hour traffic volume counts for both roadways.
- Minimum 10 hours (between 6am – 7pm) of vehicle turning movement counts at subject intersection.
- Traffic speed study (determine 85 percentile speed) for Perdido Key Drive. approaching subject intersection.
- Intersection Delay Study
- Analysis of subject intersection's crash history for the last 3 years obtainable.

All traffic data used to prepare the analysis shall be included in the final report. All studies and warrant analysis shall be performed utilizing the specifications, guidelines and methodologies contained in the latest available editions of the following publications:

- Manual on Uniform Traffic Control Devices (MUTCD)
- Manual on Uniform Traffic Studies (MUTS)
- Highway Capacity Manual (HCM)

Task 2: Public Involvement

Consultant shall provide a formal recommendation in the final report detailing the firm's proposed improvement(s), if any, for the intersection. If improvement options are recommended, the consultant shall schedule and conduct public town hall meetings to receive public feedback regarding those recommended options, provide all meeting materials, and be prepared to speak to the report and its findings.

Through the public involvement process, if the public consensus is to proceed with one of the warranted design options, the project will proceed to bidding. If the public rejects both options, then the project will not proceed to bid.

Task 3: Engineering Design Services

- Production of 100% construction plans of recommended intersection improvement.
    - County and stakeholder reviews will be held at 30%, 60%, 90%, and 100% submittals.
    - Utility coordination shall be completed before 60% submittals.
    - Plans need to be produced to the current County Standard and conform to all state and federal mandated requirements for pedestrian and vehicular safety.
    - A Maintenance of Traffic (MOT) plan to accommodate the flow of traffic during construction shall be submitted with 60% submittals.

    - Firm shall minimize impacts to existing parking facilities to the greatest extent possible.
- Public meetings and involvement. Multiple meetings will need to be held at different stages of plan production.
    - A public kick-off meeting is to be held, and at least 1 additional public meeting prior to design completion.
    - Regular progress meetings with county staff shall be held monthly.
    - Other stakeholder meetings shall be planned for as necessary to ensure project success.
- Utility Coordination. The firm shall plan for extensive utility relocations.
    - Firm will be responsible for attending the county's monthly Utility Coordination meetings.
    - Utilities shall be provided plans early so the 60% submittal comments shows potential conflicts.
    - Firm is to incorporate all utility comments into the design.
    - Firm shall plan on a thorough Subsurface Utility Engineering (SUE) investigation to identify and accurately locate existing utilities.
    - Firm shall make every attempt to minimize utility conflicts without jeopardizing the overall designs effectiveness and the safety of the residents.
    - Firm shall protect native plants and species as required by local, state, and federal agencies, and identify nesting seasons or other special considerations during construction.

Description of Work Activities

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 3.1 - Data collection & review:

3.1a Surveying -

Surveying services necessary for the design of the project shall include, but not be limited to, the following:

a. Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

b. Minimum of two Benchmarks referenced to North American Vertical Datum (NAVD) of 1988. Maximum distance between Benchmarks shall not to exceed 1000 feet.
c. Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete Digital Terrain Model (DTM) coverage of right-of-way.
d. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
e. Electronic files submitted shall be based on State Plane Coordinates, North American Datum (NAD) 83/90, and North Florida Zone.
f. Coordinate with County Surveyor and staff before the collection of surveying data for project.

3.1b Additional Data Collection -

- Meet with Public Works Department and Engineering Department staff for input of maintenance and historical complaints.
- Provide Geotechnical Reports on Soil Data
- Attend public meetings with residents to receive input from the residents and others regarding drainage and paving issues.

Task 3.2 - Plan Preparation and Permitting:

- Provide 30%, 60%, 90%, and final plans for review by county staff.
- Provide for all required regulatory permitting, including permit fee allowances.
- Plans should be reproducible to 40 scale 11"x17” and 20 scale 24" X 36" sheets size plans.
- Deliveries shall include two sets of 24”X36” plans, two sets of 11”X17” plans, full sets of pdf plans, full set of CADD files and all design and drainage calculations.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via the latest market values, Florida Department of Transportation (FDOT) cost estimates, and Escambia County Pricing Agreement (preliminary at 60%, final draft at 90%, Final Pricing Agreement or Bid tab Sheet at 100%).

Task 4 - Bidding Estimates:

- Prepare all bid documents for the bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Requests for Information and issue any necessary addendums.

- Tabulate and certify bid totals.

Task 5 - Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.
- 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. County staff will inspect all construction Improvements.

Initial Conceptual Design estimate>$165,000
Initial Conceptual Construction Estimate> $660,000

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	60	Transportation Engineer
Secondary	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	18	Cost Engineer/Estimator
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	T03	Traffic and Transportation Engineering
	S13	Stormwater Handling and Facilities
Secondary	C14	Conservation and Resource Management
	C15	Construction 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

FIRMS' EVALUATIONS AND SELECTION

Escambia 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:

Points	**Selection Criteria**
25	Experience with design of State Highways and Roadways and associated infrastructure. Has the firm been pre-qualified with FDOT? The firm's experience preparing roadway design and plans for FDOT and Escambia County is a requirement. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, American Association of State Highway and Transportation Officials (AASHTO), and MUTCD requirements. The firm must attach prequalification memo from FDOT.
20	Experience with traffic signal design and signal timing, and roundabouts. The firm's experience preparing signal and roundabout designs & plans for Escambia County is a consideration. The firm should be familiar with traffic signal controllers, including coordination and timings. Does the firm have experience preparing traffic signal controller design? Does the firm have experience specifying hardware of wireless traffic signal coordination systems? What is the firm's experience with ITS/ATMS for signalized intersections?
20	Ability to handle environmental permitting and utility coordination. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm's response should demonstrate such experience in their

response. The firm should also be familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project.

15 Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm up with a majority of the projects.

15 Past record and performance, background/location experience & technical expertise of firm & individual team members. Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without any past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for this project. The primary Civil Engineering discipline (function code 12), Transportation Engineer (function code 60), CADD Technician discipline (function code 08), and experience category for designing Stormwater Handling and Facilities (profile code S13) and Traffic and Transportation Engineering (profile code T3) are a requirement of the firm. Firm needs to also have the capability to work with survey data provided by the County's Surveying Division having staff knowledgeable in surveying and CADD. Secondary GSA codes listed above should improve the firms ranking scores, but not all of the secondary codes are necessarily a requirement of the firm.

5 Ability to communicate effectively with county staff, the public, contractors, or residents, when required. The firm should have the ability to effectively communicate with county staff concerning any issues that may arise during design or in the construction phase. The firm should understand general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns of the project.

I. 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 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.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

II. FIRMS' EVALUATIONS AND SELECTION

Escambia 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:

Points	Selection Criteria
25	Experience with design of State Highways and Roadways and associated infrastructure. Has the firm been pre-qualified with FDOT? The firm's experience preparing roadway design and plans for FDOT and Escambia County is a requirement. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, American Association of State Highway and Transportation Officials (AASHTO), and MUTCD requirements. The firm must attach prequalification memo from FDOT.
20	Experience with traffic signal design and signal timing, and roundabouts. The firm's experience preparing signal and roundabout designs & plans for Escambia County is a consideration. The firm should be familiar with traffic signal controllers, including coordination and timings. Does the firm have experience preparing traffic signal controller design? Does the firm have experience specifying hardware of wireless traffic signal coordination systems? What is the firm's experience with ITS/ATMS for signalized intersections?
20	Ability to handle environmental permitting and utility coordination. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm's response should demonstrate such experience in their response. The firm should also be familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project.
15	Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm up with a majority of the projects.
15	Past record and performance, background/location experience & technical expertise of firm & individual team members. Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms

should also be ranked based upon the record of performance reflected in their response. A firm without any past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for this project. The primary Civil Engineering discipline (function code 12), Transportation Engineer (function code 60), CADD Technician discipline (function code 08), and experience category for designing Stormwater Handling and Facilities (profile code S13) and Traffic and Transportation Engineering (profile code T3) are a requirement of the firm. Firm needs to also have the capability to work with survey data provided by the County's Surveying Division having staff knowledgeable in surveying and CADD. Secondary GSA codes listed above should improve the firms ranking scores, but not all of the secondary codes are necessarily a requirement of the firm.

5 Ability to communicate effectively with county staff, the public, contractors, or residents, when required. The firm should have the ability to effectively communicate with county staff concerning any issues that may arise during design or in the construction phase. The firm should understand general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns of the project.

III. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**1/24/2020**
Letters of Interest due date	**11:59 P.M. CST, 2/7/2020**
Short-Listing Meeting	**2/19/2020**
Discussions, Ranking Meeting	**2/28/2020**
Written Scope due to Committee for Review	**3/9/2020**
Fee Proposal due to Committee for Review	**3/16/2020**
1st Negotiations with First Ranked Firm - Scope	**3/22/2020**
2nd Negotiations with First Ranked Firm	**3/24/2020**
Board of County Commissioners approval	**4/14/2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **3/9/2020.**

IV. 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. PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY FIRM FOR LAST 3 YEARS

   11. a. Escambia County Florida Board of County Commissioners
   11. b. Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by GovernmentForms.software®, maximum 75 pages, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
     Page Limit: Typically, just 1 page in length
   - 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

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 50 pages).

Requirements for this section (to be included in Letter of Interest):

- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and 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.

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
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- 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
- Anti-Lobbying Certification

- Disclosure of Lobbying Activities

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: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying	Official Typed Name and Title
Applicant/Organization	Date Signed

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 an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box:_____
City, State Zip:_____
Street Address:_____
City, State, Zip:_____

(Please provide post office box and street address for mail and/or express delivery; also, for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

MEMORANDUM

Date: October 29, 2019

To: Tom Byron, Assistant Secretary for Strategic Development

From: Ed Hutchinson, Manager, Transportation Data and Analytics (TDA) Office EH

Subject: Roadway Jurisdiction Transfer (RJT) Perdido Key, in Escambia County

District Three requests approval of the following Road Jurisdiction Transfer (RJT):

To the State Highway System:

- Beulah Road (CR-99) - Roadway ID 48-509-000 from approximate BMP 1.250 (US-90A/SR-10) to EMP 2.678 (Isaacs Lane). SHS addition: 1.428 miles.

- Beulah Road (CR-99) - Roadway ID 48-000-096 from approximate BMP 4.938 (US-90/SR-10A Mobile Highway) to EMP 6.096 (US-90A/SR-10). SHS addition: 1.158 miles.

Total mileage added to State Highway System: 2.586.

To the Escambia County Road System:

- Perdido Key Drive (SR-292) - Roadway ID 48-050-000 from approximate BMP 0.000 (Alabama/Florida State line) to EMP 6.200 (Gongora Drive). SHS deletion: 6.200 miles.

Total mileage deleted from the State Highway System: 6.200.

This transfer is mutually agreed upon, between Escambia County, and the DEPARTMENT. Escambia County approved the roadway transfer through County Resolution (No. R2019-88) on September 12th, 2019. The information regarding the location and conditions concerning ownership and maintenance responsibilities of the roadways is specified in the attached Roadway Transfer Agreement.

These roadway transfers will be beneficial to both entities: the County and the Department. This action will assist the Department in completing its objective to construct an interchange at Beulah Road. The County has plans to revamp the area along SR-292.

The following information is enclosed in support of this transfer:

- Transfer Agreement between the Department and Escambia County;
- County Resolution authorizing the Transfer Agreement;
- Road Jurisdiction Transfer Forms;
- Location Map; and
- Cultural Resource Assessment.

Should you concur with the proposed action upon your review, please forward this request to Secretary, Kevin Thibault, for his review and approval.

Please contact James Newsom in our Intermodal Systems Development Office at (850) 330-1535 (james.newsom@dot.state.fl.us) if you have any questions or need additional information on the proposed action.

EH:js

Enclosures (5)

Cc: District Three Officials: Phillip Gainer, Jared Perdue, Tim Smith, Mark Brock.

Central Office Contacts: Donna Collins, Jessica Hill, Lora Hollingsworth – Safety; Kenneth Pye – Outdoor Advertising; Rebecca Barber, Andra McMillan, Patricia Morales, Ana Nowak – Surveying and Mapping; Jason Adank – General Accounting; Kent Cain, Chris Edmonston, Paul Fang, Jennifer King, Luke Tabbert, Brian Watts - Systems Planning; Daniel Diaz, Joey Gordon, Eric Hanson, Tina Thompson, Walter Liddell, Shannon Weatherby, Joel Worrell – TDA; Huiwei Shen – Office of the Chief Planner.

MEMORANDUM

DATE: October 28, 2019

TO: Ed Hutchison, Transportation Statistics Office Manager

FROM: Phillip Gainer, District 3 Secretary

COPIES TO: Jared Perdue, Tim Smith & Mark Brock

SUBJECT: Transfer a Segment of SR 292 from the State Highway System to the Escambia County System.

District three requests the transfer of SR 292 from the State Highway System to the Escambia County Road System. Roadway ID 48050000 from approximate B.M.P. 0.000 (Alabama/Florida State Line), to approximate E.M.P. 6.200 (Gongora Drive), for an approximate net length of 6.200 miles. This transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT. This portion of SR 292 from (Gongora Drive) to the Alabama State Line no longer functions as a state road in this area of Escambia County.

District three requests the transfer of CR99 (Beulah Road) from the County Road System to the State Highway System. Roadway ID 48000096 from approximate B.M.P. 4.938 (US 90/SR 10A Mobile Hwy.), to approximate E.M.P. 6.096 (US 90A/SR 10), for an approximate net length of 1.158 miles.
As well as, Roadway ID 48509000 from approximate B.M.P. 1.250 (US 90A/SR 10), to approximate E.M.P. 2.678 (Isaacs Lane), for an approximate net length of 1.428 miles.

Pursuant to Chapter 335.0415, Florida Statutes, we have reached a mutual agreement with the County of Escambia regarding the proposed transfer, as described in a written Agreement between the FDOT and the County.

I am enclosing the following supporting documentation:

X Roadway Jurisdiction Transfer Form
X Resolution authorizing a transfer agreement to be negotiated
X Roadway Transfer Agreement between the Department and County
X Cultural Resource Assessment
X Location Map

Should you concur with the proposed action upon your review, please forward this request to Secretary Thibault for his review and approval.

Please contact Jim Newsom in our Planning Office at (850) 330-1535 if you have any questions or need additional information on the proposed action.

PG: jn

Enclosures (6)

ROAD JURISDICTION TRANSFER

The below described road segments are formally transferred in accordance with Section 335.0415, Florida Statutes. The Department has agreed to the transfer and all provisions listed in the executed Transfer Agreement and supporting Resolution between the Department and the County of Escambia.

Escambia County

Transfer from the State Highway System

1. Roadway ID: 48050000 Local Name: _____
   U.S. Number: Current: N/A Proposed: _____
   Road Number: Current: SR 292 Proposed: N/A
   Jurisdiction: Current: State Proposed: County
   From: Alabama/Florida State Line To: Gongora Drive
   (M.P. 0.000) (M.P. 6.200)
   Segment Length: 6.200 miles

Escambia County

Transfer to the State Highway System

2. Roadway ID: 48509000 Local Name: Beulah Road
   U.S. Number: Current: N/A Proposed: _____
   Road Number: Current: CR 99 Proposed: N/A
   Jurisdiction: Current: County Proposed: State
   From: US 90A/SR 10 To: Isaacs Lane
   (M.P. 1.250) (M.P. 2.678)
   Segment Length: 1.428 miles

Escambia County

Transfer to the State Highway System

3. Roadway ID: 48000096 Local Name: Beulah Road
   U.S. Number: Current: N/A Proposed: _____
   Road Number: Current: CR 99 Proposed: N/A
   Jurisdiction: Current: County Proposed: State
   From: US 90/SR 10A Mobile Hwy. To: US 90A/SR 10
   (M.P. 4.938) (M.P. 6.096)
   Segment Length: 1.158 miles

Escambia County
Clerk's Original
9/5/2019 CAPII-22

FDOT/Escambia County

ROADWAY TRANSFER AGREEMENT

CR 99/Beulah Road [from US 90A/SR 10 (Nine Mile Road) to Isaacs Lane and from US 90/SR 10A (Mobile Hwy.) to US 90A/SR 10 (Nine Mile Road)] from the Escambia County Road System to the State Highway System

AND

SR 292/Perdido Key Dr. (from Alabama/Florida State Line to Gongora Dr.) from the State Highway System to the Escambia County Road System

THIS ROADWAY TRANSFER AGREEMENT, made and entered into this _____ day of _____, 2019, hereinafter called the "Agreement," is by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT," and ESCAMBIA COUNTY, hereinafter called the "COUNTY." The DEPARTMENT and the COUNTY are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

Verified By: R. Hall
Date: 9/12/19

WITNESSETH

WHEREAS, the COUNTY owns certain rights-of-way located within the COUNTY known as CR 99/Beulah Rd. (Roadway ID 48509000) from US 90A/SR 10 (Beginning Mile Post 1.250) to Isaacs Lane (Ending Mile Post 2.678), and CR 99/Beulah Rd. (Roadway ID 48000096) from US 90/SR 10A/Mobile Hwy. (Beginning Mile Post 4.938) to US 90A/SR 10 (Ending Mile Post 6.096), for an approximate net length of 2.586 miles (collectively referred to in this Agreement as the "CR 99/Beulah Rd. Segments"), which are depicted on the map attached hereto as Exhibit "A;" and

WHEREAS, the DEPARTMENT owns certain rights-of-way located within the COUNTY known as SR 292/Perdido Key Drive (Roadway ID 48050000) from Alabama/Florida State Line (Beginning Mile Post 0.000) to Gongora Drive (Ending Mile Post 6.200), for an approximate net length of 6.200 miles (referred to in this Agreement as the "SR 292/Perdido Key Dr. Segment"), which is depicted on the map attached hereto as Exhibit "A;" and

WHEREAS, the COUNTY has requested the transfer of the CR 99/Beulah Rd. Segments from the Escambia County Road System to the State Highway System; and

WHEREAS, the COUNTY has requested the transfer of the SR 292/Perdido Key Dr. Segment from the State Highway System to the Escambia County Road System; and

WHEREAS, based on the obligations set forth herein and consideration of the criteria set forth in section 335.0415, Florida Statutes, the Parties are amenable to the requested transfers; and

WHEREAS, by resolution, attached hereto as Exhibit "B," the COUNTY has authorized its representative to enter into this Transfer Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth below:

1. The recitals set forth in the Whereas clauses above are true and correct, and are by reference made a part of this Agreement.
2. This Agreement sets forth the terms and conditions under which the Parties will abide.
3. This Agreement and transfer of the CR 99/Beulah Rd. Segments and the SR 292/Perdido Key Dr. Segment are subject to final approval by the Secretary of the Department. The commencement of new jurisdictional and maintenance responsibilities for the CR 99/Beulah Rd. Segments and the SR 292/Perdido Key Dr. Segment is the date of approval of the roadway transfer by the Secretary of the Department.
4. With respect to the CR 99/Beulah Rd. Segments:
    a. The DEPARTMENT accepts all responsibility for the right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer. The DEPARTMENT shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right of way.
    b. The COUNTY gives up all rights to the CR 99/Beulah Rd. Segments, including the right of way, except as may be specified in this Agreement. In addition to any other requirements in this Agreement or in the DEPARTMENT'S Transportation System Jurisdiction and Numbering Handbook, before the District Secretary's approval of this Agreement, the COUNTY shall submit to the DEPARTMENT as-built plans for any and all utility facilities owned by the COUNTY which are located within the right of way. Upon approval of this Agreement by the Secretary of the Department, any utility facilities located thereon shall be deemed a permitted utility on the DEPARTMENT'S right of way, and the COUNTY shall bear the removal or relocation costs associated with any future extension, expansion, widening or re-alignment of the roadway.
    c. It is agreed that all obligations of the COUNTY, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to the CR 99/Beulah Rd. Segments, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the Parties, and the COUNTY will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the Parties. These agreements shall be negotiated and signed prior to District Secretary approval of this Agreement. The COUNTY acknowledges that copies of any existing permits, agreements and

easements have been turned over to the DEPARTMENT for its records prior to execution of this Agreement.

d. The DEPARTMENT shall record existing deeds or right-of-way maps in the public land records of Escambia County.

5. With respect to the SR 292/Perdido Key Dr. Segment:

   a. The COUNTY accepts all responsibility for the right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer. The COUNTY shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right of way.

   b. The DEPARTMENT gives up all rights to the SR 292/Perdido Key Dr. Segment, including the right of way, except as may be specified in this Agreement.

   c. It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to the SR 292/Perdido Key Dr. Segment, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the Parties, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the Parties. These agreements shall be negotiated and signed prior to District Secretary approval of this Agreement.

   d. Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the DEPARTMENT's Transportation Data and Analytics Office in cooperation with the District Three Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.

   e. If there is evidence of historical or archaeological resources that could be adversely impacted after the transfer, the COUNTY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the COUNTY agrees not to adversely affect any such resources if found after the transfer.

   f. If Federal-Aid funding has been used on the SR 292/Perdido Key Dr. Segment, the COUNTY agrees to enter into a project agreement with the DEPARTMENT in accordance with 23 USC 116.

   g. The COUNTY shall record existing deeds or right-of-way maps in the public land records of Escambia County.

6. Funding associated with projects which are located upon the SR 292/Perdido Key Dr. Segment and are included in the DEPARTMENT'S current adopted work program shall remain available for expenditure on the newly assigned county

road. However, this availability is contingent upon both the availability and eligibility of that funding to be used for projects located off of the state highway system, and the expenditure of such funds is otherwise permissible in accordance with applicable laws, rules, regulations, and policies.

7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
8. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. The Parties may be reached at the following addresses and phone numbers:

Florida Department of Transportation
Jared Perdue, P.E.
Director Transportation Development
Post Office Box 607
1074 Highway 90
Chipley, Florida 32428
Telephone: (850) 330-1214
Fax: (850) 330-1761

Escambia County
Janice Gilley
County Administrator
221 Palafox PL
Pensacola, Florida 32502
Telephone: (850) 595-4947
admin@myescambia.com

11. Each Party is an independent contractor and is not an agent of the other Party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Agreement. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express specific written consent of the other.

12. 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.

13. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, the day and year first above written.

ESCAMBIA COUNTY

BY: Lumon J May
Lumon J. May
Chairman

Date: 9/12/2019

ATTEST: [signature]
Clerk of Circuit Court

Date: 9/12/2019

STATE OF FLORIDA
DEPARTMENTOF TRANSPORTATION

BY: [signature]
Phillip Gainer, P.E.
District 3 Secretary

Date: 10/18/19

ATTEST: [signature]
Executive Secretary

Date: 10/18/19

LEGAL REVIEW:

BY: Alison P. Rogers
County Attorney

LEGAL REVIEW:

BY: [signature]
Office of General Counsel, District 3
Department of Transportation

FINAL APPROVAL BY
THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION

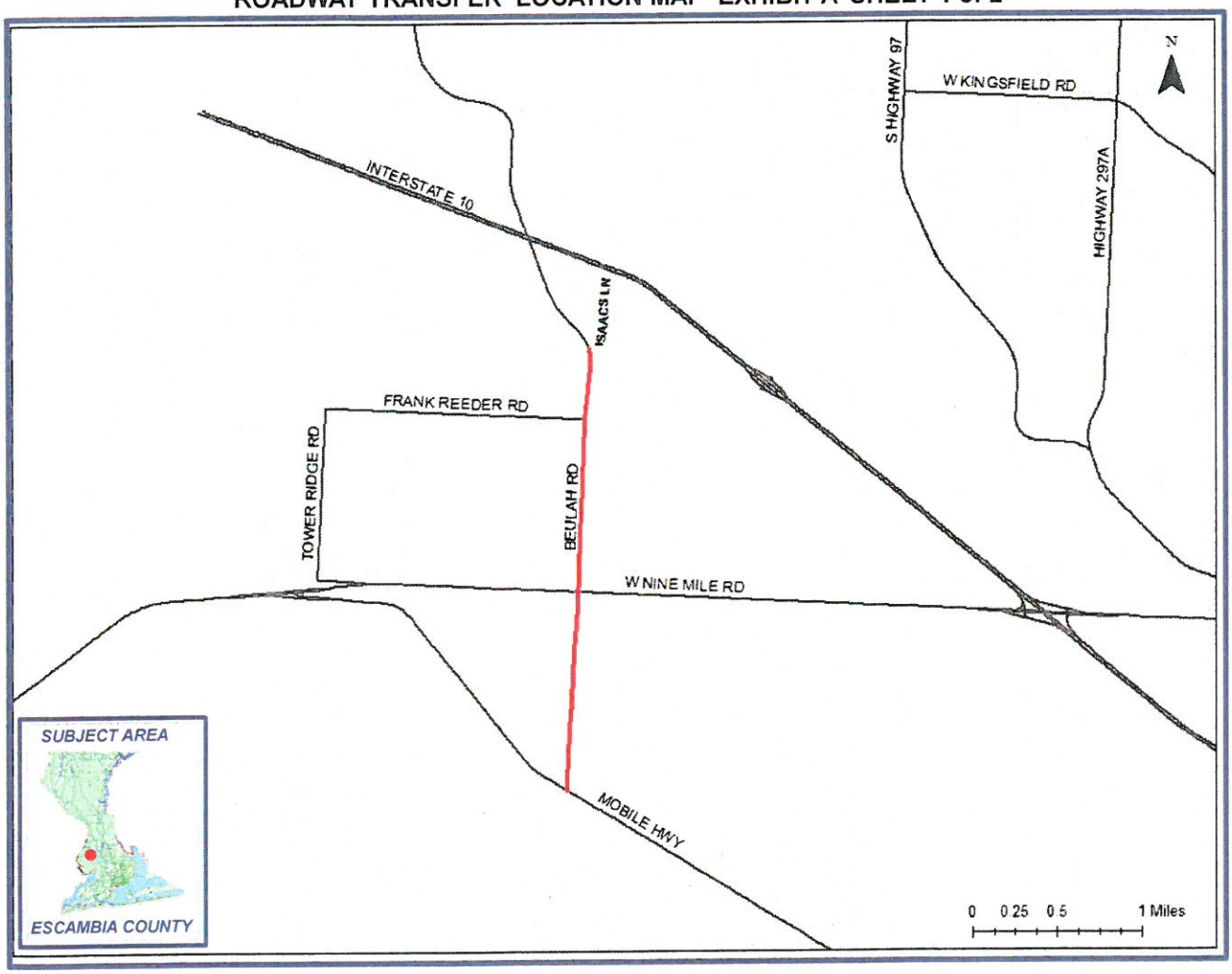
The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Agreement and the supporting Resolution between the Department and the County.

Signed: [signature]
Kevin J. Thibault, P.E.
Secretary
State of Florida, Department of Transportation

Date: 11/6/2019

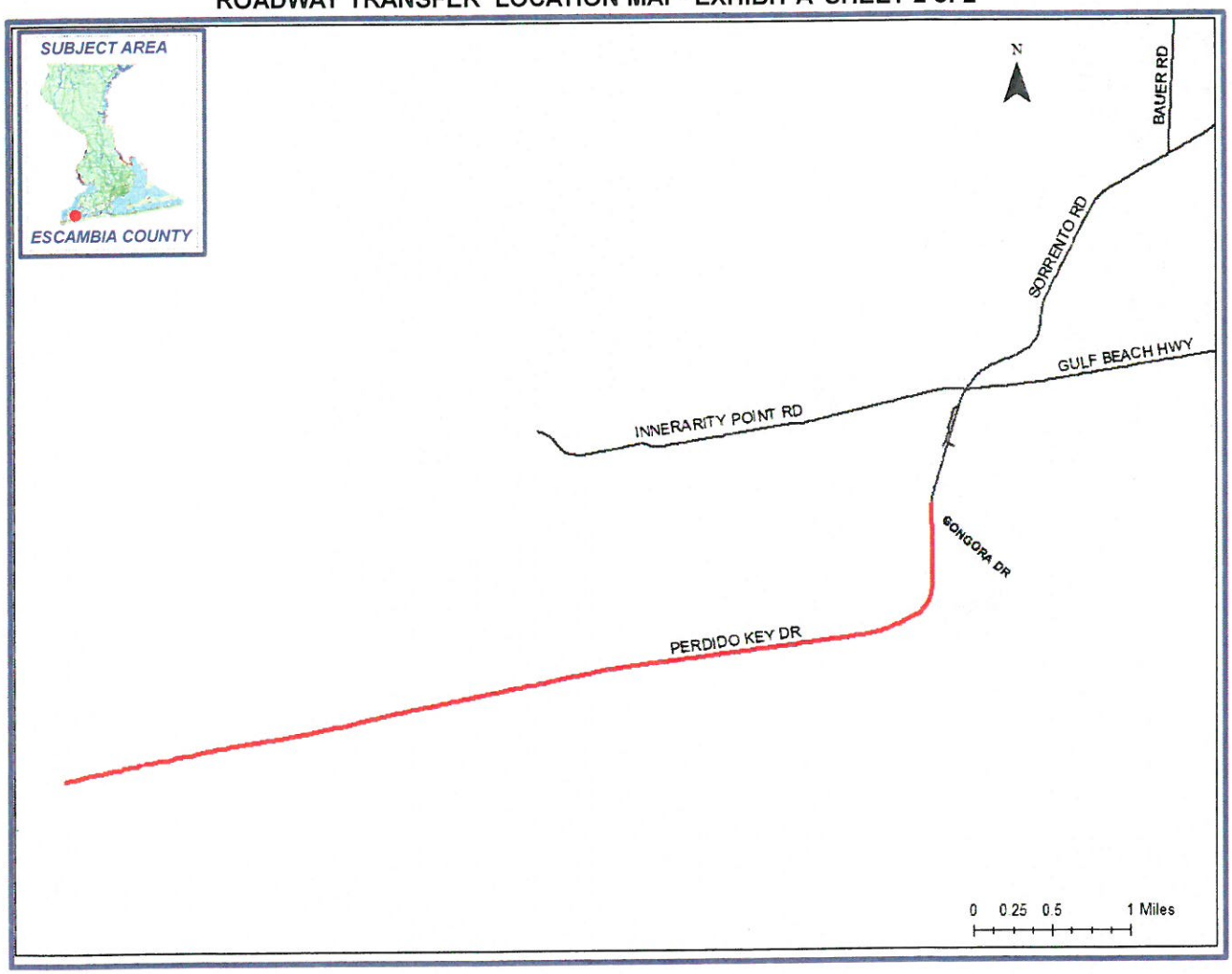
CR 99/Beulah Road [from US 90A/SR 10 (Nine Mile Road) to Isaacs Lane and from US 90/SR 10A (Mobile Hwy.) to US 90A/SR 10 (Nine Mile Road)] from the Escambia County Road System to the State Highway System

ROADWAY TRANSFER LOCATION MAP 'EXHIBIT A' SHEET 1 of 2



SR 292/Perdido Key Dr. (from Alabama/Florida State Line to Gongora Dr.) from the State Highway System to the Escambia County Road System

ROADWAY TRANSFER LOCATION MAP 'EXHIBIT A' SHEET 2 of 2



Escambia County
Clerk's Original

9/5/2019 CAB II-22

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: 9/12/2019

RESOLUTION R2019-88

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A ROADWAY TRANSFER AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") AND ESCAMBIA COUNTY, FLORIDA ("COUNTY"), FOR THE TRANSFER OF PORTIONS OF CR 99/BEULAH ROAD FROM THE ESCAMBIA COUNTY ROAD SYSTEM TO THE STATE HIGHWAY SYSTEM AND FOR THE TRANSFER OF PORTIONS OF SR 292/PERDIDO KEY DRIVE FROM THE STATE HIGHWAY SYSTEM TO THE ESCAMBIA COUNTY ROAD SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

Date: 9/12/19 Verified By:

WHEREAS, the COUNTY owns certain rights-of-way located within the COUNTY known as CR 99/Beulah Road (Roadway ID 48509000) from US 90A/SR 10 (Beginning Mile Post 1.250) to Isaacs Lane (Ending Mile Post 2.678), and CR 99/Beulah Road (Roadway ID 48000096) from US 90/SR 10A/Mobile Highway (Beginning Mile Post 4.938) to US 90A/SR 10 (Ending Mile Post 6.096), for an approximate net length of 2.586 miles (collectively referred to in this Agreement as the "CR 99/Beulah Road Segments"), which are depicted on the map attached hereto as Exhibit "A"; and

WHEREAS, the DEPARTMENT owns certain rights-of-way located within the COUNTY known as SR 292/Perdido Key Drive (Roadway ID 48050000) from Alabama/Florida State Line (Beginning Mile Post 0.000) to Gongora Drive (Ending Mile Post 6.200), for an approximate net length of 6.200 miles (referred to in this Agreement as the "SR 292/Perdido Key Drive Segment"), which is depicted on the map attached hereto as Exhibit "A"; and

WHEREAS, the COUNTY has requested the transfer of the CR 99/Beulah Road Segments from the Escambia County Road System to the State Highway System; and

WHEREAS, the COUNTY has requested the transfer of the SR 292/Perdido Key Drive Segment from the State Highway System to the Escambia County Road System; and

WHEREAS, the purpose of the transfers is to allow the respective jurisdiction that is better suited to exercise control and maintenance over the roadways based on their current usage and overall traffic conditions; and

WHEREAS, the Roadway Transfer Agreement set forth the terms and conditions under which the County and the Department will abide, commencing on the date of approval by the Department's Secretary.

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

Section 1. The recitals set forth in the Whereas clauses above are true and correct and incorporated herein by reference.

Section 2. The Escambia County Board of County Commissioners supports the transfer of the CR 99/Beulah Road Segments from the Escambia County Road System to the State Highway System.

Section 3. The Escambia County Board of County Commissioners supports the transfer of the SR 292/Perdido Key Drive Segment from the State Highway System to the Escambia County Road System.

Section 4. The County hereby authorizes the execution of the Roadway Transfer Agreement with the Department and does hereby recognize, agree, and accept the terms and conditions found therein

Section 5. The Chairman of the Escambia County Board of County Commissioners is hereby authorized to execute the Roadway Transfer Agreement on behalf of the County.

Section 6. A copy of this Resolution shall be forwarded to the Department.

Section 7. This Resolution shall take effect upon adoption by the Escambia County Board of County Commissioners.

APPROVED AND ADOPTED, by the Board of County Commissioners of Escambia County this 5th day of September, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Date Executed
9/12/2019

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency:

By/title: Alison P. Rogers
Date: 8/14/2019

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, FL 32428

MIKE DEW
SECRETARY

May 24, 2018

Timothy A. Parsons, Ph.D.,
Director and State Historic Preservation Officer
Florida Division of Historical Resources
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Attn: Ms. Alyssa McManus, Transportation Compliance Review Program

RE: Technical Memorandum
Cultural Resource Assessment Survey Addendum
SR 292 RJT
Escambia County, Florida
Financial Management No.: n/a

Dear Dr. Parsons,

Enclosed please find one copy of the report titled *Technical Memorandum Cultural Resource Assessment Survey Addendum for the Roadway Jurisdictional Transfer of SR 292 from the Alabama State Line to Gongora Drive, Escambia County, Florida*. This report presents the findings of a CRAS conducted in support of the transfer of State Road (SR) 292 from the Alabama State Line to Gongora Drive in Escambia County, Florida. Jurisdiction of this road segment is being transferred from the State of Florida to Escambia County. No construction is proposed as part of the Roadway Jurisdictional Transfer (RJT). The goal of this CRAS is to identify cultural resources along this roadway segment so that the new owner (Escambia County) and the State Historic Preservation Officer (SHPO) will be aware of potential cultural resource issues should State- or Federally-funded improvements be proposed in the future.

This project serves as an addendum to the 2017 SEARCH report titled *Cultural Resource Assessment Survey for the Roadway Jurisdictional Transfer of SR 292 from*

River Road Intersection to the Alabama State Line, Escambia County, Florida (Florida Master Site File [FMSF] Survey No. 24866).

The project Area of Potential Effect (APE) was defined as the existing right-of-way for the subject road segment. As the SR 292 right-of-way from the Alabama State Line to River Road was previously evaluated for cultural resources, the current survey is limited to the segment of SR 292 from River Road to Gongora Road. A desktop review of this segment was conducted in order to identify and evaluate historic fabric within the right-of-way and to develop an inventory of cultural resources adjacent to the APE.

This CRAS was conducted in accordance with the requirements set forth in the National Historic Preservation Act of 1966, as amended, and Chapter 267, Florida Statutes (F.S.). The investigations were carried out in conformity with Part 2, Chapter 8 (Archaeological and Historical Resources) of FDOT's Project Development and Environment (PD&E) Manual, FDOT's Cultural Resources Manual, and the standards contained in the Florida Division of Historical Resources (FDHR) Cultural Resource Management Standards and Operations Manual (FDHR 2003). In addition, this survey meets the specifications set forth in Chapter 1A-46, Florida Administrative Code.

One previously recorded structure, 8ES03666, is located adjacent to the SR 292 RJT APE. This building was evaluated by SHPO but was determined to have insufficient information to make a recommendation regarding eligibility on the National Register of Historic Places (NRHP). One previously recorded archaeological site, 8ES01981B, is located adjacent to the APE and SHPO has determined this resource to be ineligible for the NRHP. No other previously recorded resources or unrecorded structures of historic age (50 years or older) are located within or adjacent to the APE.

Based on the results of this study, it is the opinion of the District that the proposed undertaking will have no effect on NRHP-listed or -eligible historic properties. No further work is recommended.

I respectfully request your concurrence with the findings of the enclosed report. If you have any questions or need further assistance, please contact me at (850) 330-1507.

Sincerely,

Zena Riley-Taylor

Zena Riley-Taylor
District Cultural Resources Coordinator

The Florida State Historic Preservation Officer:

___ finds the attached report complete and sufficient and ✓ concurs/ ___ does not concur with the findings and recommendations contained in this cover letter and the enclosed report.

___ does not find the attached report complete and sufficient and requires additional information in order to provide an opinion on the potential effects of the proposed project on historic resources.

/s/ Deputy SHPO 6/6/2018

For: Timothy A. Parsons, Ph.D. **Date**
Director, Division of Historical Resources
& State Historic Preservation Officer

2017-5535B
DHR No.

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR AGREEMENT BETWEEN

ESCAMBIA COUNTY AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this th day of_, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and__, a for-profit corporation authorized to transact business in the State of Florida, whose address is___, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: 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

SAMPLE

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 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

SAMPLE

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 Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____

_____

_____

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

_____

_____

SAMPLE

Pensacola, Florida

County Administrator
P.O. Box 1591
Pensacola, Florida 32591-1591

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 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

SAMPLE

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 appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to

SAMPLE

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 agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Compliance with Laws: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five**
(5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

SAMPLE

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 Paul Nobles, Purchasing Manager, 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.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that SCHin the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment lity 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 e 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.

WITNES
S:

_____

By: __

_____ Witness _____ County Administrator

Date: _____ BCC Approved:_____

Witnes
s

CONSULTA T:
_____, a ___ Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By:___

(Name), (Title)

By:___ Date:__Secretary

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

REGISTER OF SUBMITTERS (RLI done in GFS)

Solicitation # PD 19-20.022 Perdido Key Drive at Johnson Beach Road Intersection Improvements

RLI Due Date & Time: February 7, 2020 @ 11:59 p.m. CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Atkins North America (Pensacola Office)	850-466-4113	G.Allen@atkinsglobal.com	Gregory Allen
KCA	813-871-5331	pfoley@kisingercampo.com	Sean Foley
DRMP, Inc	850-640-3904	Bfaust@drmp.com	Ben Faust
HAS Consulting Group, Inc	850-934-0828	csmith@hsa.cc	Cameron Smith
Submittals Received By:	Lawrence A. Gordon		Date: February 10, 2020
Witnessed By:	John Rosenau		Date: February 10, 2020

LAG

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 19-20.022
Name	Perdido Key Drive At Johnson Beach Road Intersection Improvements
Type	**Shortlist**
Evaluations Due	Tuesday February 18, 2020

Print

	Atkins North America, Inc. (Pensacola Office)	Kisinger Campo & Associates, Corp.	DRMP, Inc.	HSA Consulting Group, Inc.
James Duncan	94	92	93	91
John Rosenau	98	94	95	96
Jim Hagon	87	75	91	78
Grand Total	**94** 279	**92** 261	**93** 279	**91** 265
Average Score	**94.0**	**92.0**	**93.0**	**91.0**
Rank	**1**	**3**	**2**	**4**

(33% Complete) Post Scores

Invite Top 3.

Final Results

1. Atkins North America, Inc. (Pensacola Office)
2. DRMP, Inc.
3. Kisinger Campo & Associates, Corp.
4. HSA Consulting Group, Inc.

Final Results

Print

PD 19-20.022 Perdido Key Drive At Johnson Beach Road Intersection Improvements	Atkins North America, Inc. (Pensacola Office)	Kisinger Campo & Associates, Corp.	DRMP, Inc.	HSA Consulting Group, Inc.
Individual Committee Member Scores				
James Duncan	94	92	93	91
John Rosenau				
Jim Hagon				

Total	**94**	**92**	**93**	**91**
Individual Committee Member Ranking Based on Score				
James Duncan	1	3	2	4
John Rosenau				
Jim Hagon				
Total	**1**	**3**	**2**	**4**
Ranking	**1**	**3**	**2**	**4**

Final Ranking

1 Atkins North America, Inc. (Pensacola Office)
2 DRMP, Inc.
3 Kisinger Campo & Associates, Corp.
4 HSA Consulting Group, Inc.

Solicitation: PD 19-20.022 Perdido Key Rd. at Johnson Beach Rd.Intersection

Committee Evaluation	Atkins North America	DRMP	HAS
Individual Committee Member Scores by Position			
James Duncan	24	23	22
John Rosenau	23	22	22
Jim Hagon	22	22	21
Total	69	67	65
Final Ranking	1	2	3

James Duncan

Category	1	2	3	4	5	Atkins Score	DRMP Score	HAS Score
Public partnership will be a very important factor in determining the direction of this project. What strategies will your firm implement to maximize public participation and what time frame is anticipated to bring design concepts to r comment?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	5	4
Please discuss the following issues. A) Completeness of design and the prevention of change orders. B) Roundabout design and specific experience. C) Permitting	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	4	4
How will your firm integrate this project into the Perdido Key Master Plan Design dated 14 Mach 2016 and specific design of the Multi-Use Trail?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	5	5
The Unsignalized Intersection Study for FDOT dated September 27, 2018 traffic counts from Appendix D are less than 2 years old. Can design concepts be developed with confidence utilizing the 2018 traffic counts?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	4	5
Why is your team most qualified for this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	5	4
						24	23	22

John Roseanau

Category	1	2	3	4	5	Atkins Score	DRMP Score	HAS Score
Public partnership will be a very important factor in determining the direction of this project. What strategies will your firm implement to maximize public participation and what time frame is anticipated to bring design concepts to r comment?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	4	4
Please discuss the following issues. A) Completeness of design and the prevention of change orders. B) Roundabout design and specific experience. C) Permitting	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	5	4
How will your firm integrate this project into the Perdido Key Master Plan Design dated 14 Mach 2016 and specific design of the Multi-Use Trail?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	4	5
The Unsignalized Intersection Study for FDOT dated September 27, 2018 traffic counts from Appendix D are less than 2 years old. Can design concepts be developed with confidence utilizing the 2018 traffic counts?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	5	5
Why is your team most qualified for this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	4	4
						23	22	22

Jim Hagon

Category	1	2	3	4	5	Atkins Score	DRMP Score	HAS Score
Public partnership will be a very important factor in determining the direction of this project. What strategies will your firm implement to maximize public participation and what time frame is anticipated to bring design concepts to r comment?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	4	4
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						22	22	21

John Roseanau

Category	1	2	3	4	5	Atkins Score	DRMP Score	HAS Score
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						23	22	22

James Duncan

Category	1	2	3	4	5	Atkins Score	DRMP Score	HAS Score
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						24	23	22

Jim Hagon

Category	1	2	3	4	5	Atkins Score	DRMP Score	HAS Score
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STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Atkins North America Inc.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

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Exhibit A: Scope of Work (Revised)
Exhibit B: Schedule (Revised)
Exhibit C: Cost Proposal (Revised)

NOTE: SOLICITATION PD 19-20.022 ESCAMBIA COUNTY FLORIDA REQUEST FOR LETTERS OF INTEREST PERDIDO KEY DRIVE AT JOHNSON BEACH ROAD INTERSECTION IMPROVEMENTS IS INCORPORATED BY REFRENCE.

AGREEMENT

THIS AGREEMENT is made and entered into this day of July 29, 2020 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 Atkins North America Inc. a for-profit corporation authorized to transact business in the State of Florida, whose address is 2114 Airport Boulevard, Pensacola, Florida 32504, and whose Federal tax identification number is 590896136 (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: Atkins North America, 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 John Rosenau , Engineering Program Manager , Public Works 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 Perdido Key Drive at Johnson Beach Road Intersection Improvements.

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) 2020 in the amount of one hundred sixty-five thousand dollars ($165,000.00) 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 19-20.022, Perdido Key Drive at Johnson Beach Road Intersection Improvements and as represented in the Consultant's Letter of Interest response to PD 19-20.022, 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 $600,000.

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 Twenty Five Thousand, Three Hundred Eight Dollars ($125,308.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments to the Consultant shall be made to:

Atkins North America (Corporate Lock Box)
PO BOX 409357
Atlanta, GA 30384-9357

Notices to the Consultant shall be made to:

Greg Allen, P.E.
SR. Project Director
2114 Airport Blvd.
Suite 1450
Pensacola Florida 32504

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

John M. Rosenau	**Janice K. Gilly**
Engineering Program Manager	County Administrator
3363 W. Fairfield Drive	P.O. Box 1591
Pensacola, Florida 32505	Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly 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 Paul Nobles, Purchasing Manager, , 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 Atkins North America, 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 K. Gilly - County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
Atkins North America, Inc. a For Profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Greg Allen, Program Director

By: _____
Secretary

Date: _____

Exhibit A : Scope of Work (Revised)

Scope of Work

ATKINS
Member of the SNC-Lavalin Group

Perdido Key Drive at Johnson Beach Road Intersection Improvements

Escambia County PD 19-20.022

July 27, 2020 Revised

Project Description

Escambia County (County) has engaged the services of Atkins North America, Inc. (Atkins) for the purpose of conducting professional transportation engineering services at the intersection of Perdido Key Drive (formerly State Road 292) and Johnson Beach Road. These services are anticipated to consist of the following items:

1. 30% Construction Plans
2. Attend five (5) Stake holder/property owner meetings.
3. Engineering Design (60%, Final Plans)
4. Bidding Services
5. Construction Administration
6. Optional Services (Landscape & Hardscape)

The project location is that area of the intersection and roadway approaches necessary to perform the required analysis and design.

Objectives

The project objective is to provide an engineered design for construction of a single lane roundabout. This area is a unique coastal community with environmentally sensitive features, seasonal traffic fluctuations, and a master plan for development centered around multi-modal town centers. The project must consider all modes of travel, provide safe accommodations and access, and limit the impact to the unique ecosystem.

Within the near term, a linear multi-use facility is anticipated to be constructed along the north (west) side of Perdido Key Drive and include a crossing at the subject intersection. The design must prioritize safe accommodation of the trail and should be designed in a manner that limits vehicular speeds and promotes safety for vulnerable road users.

Basis of Design (Design Criteria)

The project basis for design will follow State and federally accepted criteria for roadway design and construction. The County will provide and/or approve the design standards desired for use in the project.

Informational sources and standards for design may be used by reference and will be noted in a basis of design documentation report actively maintained throughout the project. This document will detail the assumptions, standards, decisions, and other information obtained and used in the development of the project design.

Client Furnished Data

The County will provide any available environmental surveys, land surveys, and adjacent project design files available within the project limits. The County will also furnish any commitments or other information regarding the transportation facilities within the project limits including planning documents, traffic studies, agreements, easements, utility information and designs, and active permit conditions.

The County will provide all surveying and mapping efforts for the project including survey of flagged environmental areas and subsurface utility engineering test holes.

Statement of Work

This project includes a context sensitive review of the project intersection and extensive coordination with the Perdido Key community. The anticipated work tasks for this contract are as follows:

1.0 30% Engineering Design

In order to facilitate appropriate display of the proposed roundabout, Atkins will develop 30% layouts of intersection features for a single lane roundabout. This will include designed edges of pavement and key above-ground features. Typical sections will also be included showing the planned roadway characteristics. Underground features, drainage systems, stormwater treatments, and other design information is not included and will be developed in future engineering phases.

1.1 Topographic Survey

A full digital terrain model of the anticipated project limits will be provided by Escambia County. The County will also survey all environmental flagged areas and all subsurface utility engineering locations and provide to the Consultant.

1.2 Site Specific Ecological Evaluation

1.2.1 Delineation of Wetland Resources.

The delineation of wetland resources will include a flagged 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. A non-binding jurisdictional determination will identify all wetland resources and a written narrative describing the findings will be produced. In addition, jurisdictional lines will be located using a Differentially Corrected Global Positioning System (DGPS), which is typically sub-meter accurate. This data can be overlaid 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. The County will provide the survey of the flagged wetlands.

1.2.2 Listed Species Survey.

Appropriate field assessments and documentation depicting the limits and types (critical, suitable HCP, suitable non-HCP and non-habitat) for the Perdido Key Beach Mouse (PKBM) will be provided. A map depiction and electronic files in either AutoCAD or ERSI Shapefile formats will also be provided.

2.0 Public Involvement

The County held a public meeting and determined that a roundabout was the preferred alternative.

No additional public meetings will be held. Additional information regarding the project will be distributed online via Escambia County office of public information (PIO). The County has initiated a project website and will

continue to maintain the site and post updates as the project proceeds. As the project progresses, Atkins will provide draft project content as it is developed for the project to the County project manager for approval. The County project manager will provide the information to the County PIO for placement on the website.

2.1 Stake Holder / Property Owner Meetings

Atkins anticipates, based on a history of work in this area, that it will be desirable to meet directly with citizen groups, HOA's, property owners adjacent to the project and other community organizations directly at the discretion of the County. Atkins proposes to include five (5) such meetings, local to the project site, held at a time and location determined by the County to be acceptable.

3.0 Engineering Design Services

The primary objective of this task will be to produce contract documents for permitting and construction detailing the existing conditions, environmental impacts, construction limits, roadway design, traffic control, drainage facilities, maintenance of traffic, and utility dispositions necessary to implement the proposed roundabout. The design construction plans will be produced using AutoCAD Civil 3D software as per County preference. The following subtasks are anticipated to be part of this task:

3.1 Geotechnical Investigation

Soil sampling and testing is anticipated in order to provide an appropriate pavement design, locate and estimate seasonal high groundwater, confidently design a functional drainage system, and provide adequate design of anticipated structures. The following geotechnical explorations are anticipated:

i. Five (5) hand augers, five foot in depth with four located along Perdido Key Drive and one located on Johnson Beach Drive
ii. Two (2) 15-foot standard penetration test (SPT) borings to evaluate the subsurface conditions present.
iii. Laboratory soil classification tests including permeability testing for stormwater management.

3.2 Construction Plans Preparation

Atkins will prepare detailed construction plans for the proposed roundabout. The following general sub-tasks are anticipated for plans development.

3.2.1 Construction Plans

Detailed construction plans will include the following plan items required for permitting and construction:

i. Key Sheet
ii. Project Notes
iii. Typical Sections
iv. Summary of Pay Items & Quantities
v. Project Control Points & Layout
vi. Roadway Plan View Design
vii. Roadway Profile Design
viii. Drainage Structure Cross Sections
ix. Roadway Cross Sections
x. Intersection Grading Details
xi. Intersection Lighting Details
xii. Special Project Details
xiii. Stormwater Pollution Prevention Plan (SWPPP)
xiv. Maintenance of Traffic

xv. Signing & Pavement Marking
xvi. Geotechnical Report of Soil Borings
xvii. Wetland Impact Exhibits

These plans will be developed and submitted at two (2) anticipated phase reviews—60%, and Final. Plans will be developed at 40-scale 11x17 format and submitted in digital PDF copies along with two sets of 11x17 hard copy plans. The CADD file directory will be made available digitally upon request.

3.3 Utility Coordination

The disposition of existing and planned utilities will be indicated in the construction plans and coordinated with utility owners and stakeholders throughout the design process. Atkins will host a preliminary utility meeting following the 60% review stage and gather mark-ups for utilities as well as planned work. During the design of any required subsurface components, potential utility conflicts will be identified and tracked in a utility conflict matrix indicating the location, size, disposition, and status of suspected conflicts. These conflicts will be further explored through the use of subsurface utility exploration (SUE) data collection on an as-needed basis. Where conflicts are unresolvable by design, relocation strategies and schedules will be coordinated with the utility owner.

Atkins anticipates a field review of the project with utility companies during the 60% design review stage. Utility conflicts, resolutions, relocations, and work schedules will be finalized between the 60% and Final design phases.

3.4 Permitting

Atkins anticipates that construction activities at this location may qualify for exemption from stormwater permitting; however, the final permitting requirements will not be known until detailed design and the location of environmental features is defined in detail. Beginning at the 60% phase review, Atkins will coordinate a pre-application meeting and discussion with the Northwest Florida Water Management District (NWFWMD) or Florida Department of Environmental Protection (FDEP) and the US Army Corp of Engineers (USACE) to determine the required permitting methods and any necessary mitigation. Atkins will prepare and submit the necessary permitting applications for review by State agencies. An estimate for permit fees has been included in Section 3.4.2.

3.4.1 Incidental Take Permit (ITP)/Environmental Resource Permitting

The specific scope of this task will largely depend if the proposed activity will impact wetlands and Waters of the United States regulated pursuant to Section 404 of the Clean Water Act or Section 10 of the River's and Harbors Act. If federally regulated wetlands and PKBM impacts are avoidable, the project would be reviewed under Section 7(c) under the Endangered Species Act. This will require the development of an Environmental Assessment (EA) and approval of an incidental Take permit (ITP), all of which would be coordinated by the Department of the Army Corps of Engineers (USACE). This effort is anticipated to be routine, but the review process is generally lengthy.

Another scenario includes the avoidance of federally regulated wetlands and impacts to only state regulated wetlands. This takes the USACE out of the lead role for impacts to PKBM habitat. Individual Take Permit (ITP) review and authorization would be with US Fish and Wildlife Service Panama City Field (USFWS) office and processed via Section 10 of the Endangered Species Act. Wetland impacts would be reviewed by the Northwest Florida Water Management District (District).

Both Section 7 and Section 10 regulatory authorization/ITP process could require in excess of one year for approval.

Please note that while the need for the execution of certain tasks remains clear, the exact nature of other project-specific tasks remains to be clarified during the design process (i.e. the extent of PKBM and wetland impacts).

The development of detailed mitigation plans is not included in the scope of work.

3.4.2 Reimbursable Permit Fees

Atkins will provide payment of application fees necessary for filing the appropriate permit applications determined during the design process. Prior to submitting permit applications and paying these fees, the anticipated cost will be provided to the County project manager for approval and authorization. These fees will be directly reimbursed under this scope item as an "allowable" budget. Anticipated fees are based on the Florida Administrative Code ERP permitting schedule as shown below:

4. Individual or conceptual approval permit, excluding permits for a mitigation bank:	
a. New application – the processing fee for a new permit application shall be as determined from the categories below:	
(I) Total project area of less than 10 acres and less than 1 acre of works in, on, or over wetlands and other surface waters, and less than 10 new boat slips.	$420.00

Information from Florida Administrative Code (F.A.C.) Rule 62-4

Army Corp of Engineers permit fees are anticipated to be $100 for a commercial entity individual permit application. Permit fee for the beach mouse habitat impacts is anticipated to be $300.

3.5 Cost Estimation

Atkins is cognizant of the County's transportation budgets and constraints. Each phase of design will include an estimated cost of construction for the project based on the latest design plans and cost information for anticipated construction items based on recently bid local prices as well as the FDOT statewide averages for the Northwest Florida region. Cost estimates will also include contingency items for unknown items or items yet to be addressed in detailed design.

3.6 Boundary Survey & Legal Sketches

The County will provide boundary surveys and legal sketches as needed.

4.0 Bidding Services

Atkins will prepare required bid documents and front-end contract documents required by the County purchasing and procurement department. Atkins anticipates attendance at one (1) pre-bid meeting and one (1) bid opening. Atkins will respond to up to two (2) requests for information (RFI's) during the bid process and provide addenda as needed to adequately address said RFI's. Following the opening of bids, Atkins will provide completeness review of the lowest responsive bidder and provide a recommendation of award including a tabulation and certification of bid totals.

5.0 Construction Administration Services

As the design engineer of record, Atkins will provide limited construction administration items anticipated to consist of the following key items:

i. Attend one (1) pre-construction conference
ii. Respond to shop drawing reviews for drainage, pavement designs, and/or structures submittals
iii. Respond to contractor requests for information (RFI's) as needed
iv. Attend one (1) initial erosion control inspection review on site
v. As-needed services for coordination on unforeseen construction issues
vi. Site walk-throughs on a monthly basis, up to nine (9) on site meetings
vii. Preparation of as-built certifications of the project using red-line mark-ups maintained during construction by the contractor

These services exclude permit conditions and notices of commencement/completion which will be the responsibility of the daily inspection team.

Atkins understands these services will be based on a limiting amount (not to exceed) allowance with reimbursements based on actual time worked. Prior to commencement of work on any item anticipated to exceed a single day (8 hours) of total staff time, Atkins will coordinate the likely work effort and approval with the County project manager.

Assumptions

The project will be designed to current Escambia County technical specifications and reference FDOT Standard Specifications for Road and Bridge Construction, latest edition, where a pre-approved County standard is not in place. A project technical specifications manual is not anticipated other than required contract documents for the County agreement with the selected contractor. Technical specifications for project specific items will be included in the project bidding documents.

Deliverables

The various stages of the project process will include the following anticipated deliverables:

i. 30% Construction Plans
   a. Design criteria memorandum
   b. Construction plans at the 30% phase to include:
      i. 2 copies of construction plans, 11x17 format at 40-scale
      ii. 1 copy of cost estimate of construction
      iii. 1 copy of project documentation book
      iv. Digital PDF files of all submitted information
      v. CADD directory file available upon request
ii. Public Involvement Task
   a. Plan views of roundabout layout at each phase submittal
   b. Attendance at up to five (5) stake holder/property owner meetings
iii. Engineering Design Task
   a. Geotechnical exploration report
   b. Construction plans at the 60% and Final phase reviews to include:
      i. 2 copies of construction plans, 11x17 format at 40-scale
      ii. 1 copy of cost estimate of construction
      iii. 1 copy of utility conflict matrix
      iv. 1 copy of project documentation book
      v. Digital PDF files of all submitted information

vi. CADD directory file available upon request
c. Permit application forms for FDEP, USFWS and USACE permitting
d. Environmental impact exhibits meeting the FDEP and USACE requirements for permitting

iv. Bidding Services Task
a. Project procurement documents
b. Supplemental technical specifications, as needed
c. Letter of review of bids with recommendation of award

v. Construction Administration Task
a. Attendance at meetings specified earlier
b. Response to RFI's
c. As-built certifications of construction using red-line mark-ups

6.0 Optional Services

6.1 Landscaping

At the discretion of the County, Atkins will either provide hardscape or landscaping and irrigation plans for the intersection area. If landscaping and irrigation is selected by the County, Atkins will provide a landscaping and irrigation plan which includes central areas of the roadway facility such as median areas, splitter islands, and the potential central unused area of a roundabout. Irrigation will be planned based on an on-site well. If hardscape design is selected by the County, Atkins will prepare hardscape plans for the intersection area which include decorative treatments anticipated for potential pavement stenciling, patterned pavements and/or pavers, monumentation, and gateway treatments.

Schedule

Please refer to a separately attached project schedule based on an anticipated notice to proceed date of August 24, 2020.

Exclusions

Any additional services other than those specifically listed above shall be set forth in an amendment to this agreement, which shall be executed by both parties and which shall be governed by the terms of this agreement. Additional services may include but are not necessarily limited to the following items:

i. Any other environmental, natural resource, jurisdictional wetland surveys, listed species, or cultural resource surveys, studies, or monitoring not specifically described above.
ii. Development of mitigation plans, management plans, monitoring plans, environmental compliance plans and/or related services.
iii. All demobilization, remobilization, labor, and expense costs or fees for Atkins and its subcontractors or vendors associated with County delays, postponements, or stoppages of work following task initiation and/or between tasks.
iv. Any Environmental Management Permitting (EMP) services.
v. Preparing to serve or serving as an expert witness in connection with any public hearing or legal proceeding.
vi. Any additional public meetings or efforts required beyond those listed in this scope and associated fee proposal.

Client Communication and Authority

The County shall designate of Project Manager for direct communication. Atkins will not engage in project related communication with an outside party without the expressed consent of the County project manager. County staff may be engaged directly for discussion and guidance during the project life cycle with the inclusion of the County project manager in project related discussions and correspondence.

Exhibit B: Schedule(Revised)

PD 19-20.022 Perdido Key Drive at Johnson Beach Road Intersection Improvements

ID	Task Name	Duration	Start	Finish
1	**Overall Project Timeline**	**545 days**	**Thu 8/6/20**	**Wed 9/7/22**
2	BCC Approval	1 day	Thu 8/6/20	Thu 8/6/20
3	Contract Execution	1 day	Thu 8/20/20	Thu 8/20/20
4	Kickoff Meeting / Site Review	1 day	Mon 8/24/20	Mon 8/24/20
5	**Wetland Delineation & PKBM Delineation**	10 days	Mon 8/31/20	Fri 9/11/20
6	**Surveying Environmental (By County)**	5 days	Mon 9/14/20	Fri 9/18/20
7	**Project Facebook Page Active (County Facebook Page)**	510 days	Thu 8/6/20	Wed 7/20/22
8	**Concept Development Phase (30% Plans)**	**77 days**	**Tue 8/25/20**	**Wed 12/9/20**
9	30% Construction Plan Development	40 days	Fri 9/18/20	Thu 11/12/20
10	Utility Coordination (Information Gathering)	25 days	Tue 8/25/20	Mon 9/28/20
11	30% Construction Plan / Cost Estimate Submittal	1 day	Fri 11/13/20	Fri 11/13/20
12	30% Construction Plan Review	10 days	Mon 11/16/20	Fri 11/27/20
13	30% Construction Plans Approval	1 day	Mon 11/30/20	Mon 11/30/20
14	Group & Property Owner Meetings (Public Involvement)	7 days	Tue 12/1/20	Wed 12/9/20
15	**Engineering Design Phase**	**253 days**	**Tue 12/1/20**	**Thu 11/18/21**
16	60% Construction Plan Development	40 days	Tue 12/1/20	Mon 1/25/21
17	Geotechnical Investigation	21 days	Tue 12/1/20	Tue 12/29/20
18	60% Construction Plans / Utilities / Cost Estimate Submittal	1 day	Tue 1/26/21	Tue 1/26/21
19	County Review	10 days	Wed 1/27/21	Tue 2/9/21
20	Utility Meeting	1 day	Thu 2/4/21	Thu 2/4/21
21	Subsurface Utility Engineering	8 days	Mon 2/8/21	Wed 2/17/21
22	Survey Subsurface Utility (County)	15 days	Thu 2/18/21	Wed 3/10/21
23	Permit Preparation	25 days	Wed 2/10/21	Tue 3/16/21
24	Permit Submittal to County	1 day	Wed 3/17/21	Wed 3/17/21
25	County Permit Review	10 days	Thu 3/18/21	Wed 3/31/21
26	Permit Submittal to Agencies	1 day	Wed 4/7/21	Wed 4/7/21
27	Utility Meeting/Coordination	1 day	Tue 3/23/21	Tue 3/23/21
28	Final Construction Plans Development	50 days	Wed 2/10/21	Tue 4/20/21
29	Final Construction Plan / Specification / Bid Tab and Cost Estimate Submittal	1 day	Wed 4/21/21	Wed 4/21/21
30	County Review	10 days	Thu 4/22/21	Wed 5/5/21
31	Permit Agency Review (Time Depends on Impacts)	150 days	Thu 4/8/21	Wed 11/3/21
32	Receive Permit Approval	1 day	Thu 11/4/21	Thu 11/4/21
33	Final Bid Documents Submittal	10 days	Fri 11/5/21	Thu 11/18/21
34	**Bidding**	**60 days**	**Thu 11/18/21**	**Wed 2/9/22**
35	Bid Process (Pre-Bid, Bid Reviews, BCC Approval)	60 days	Thu 11/18/21	Wed 2/9/22
36	Award of Contract to Contractor	1 day	Wed 2/9/22	Wed 2/9/22
37	**Construction**	**150 days**	**Thu 2/10/22**	**Wed 9/7/22**
38	Limited Construction Administration	150 days	Thu 2/10/22	Wed 9/7/22

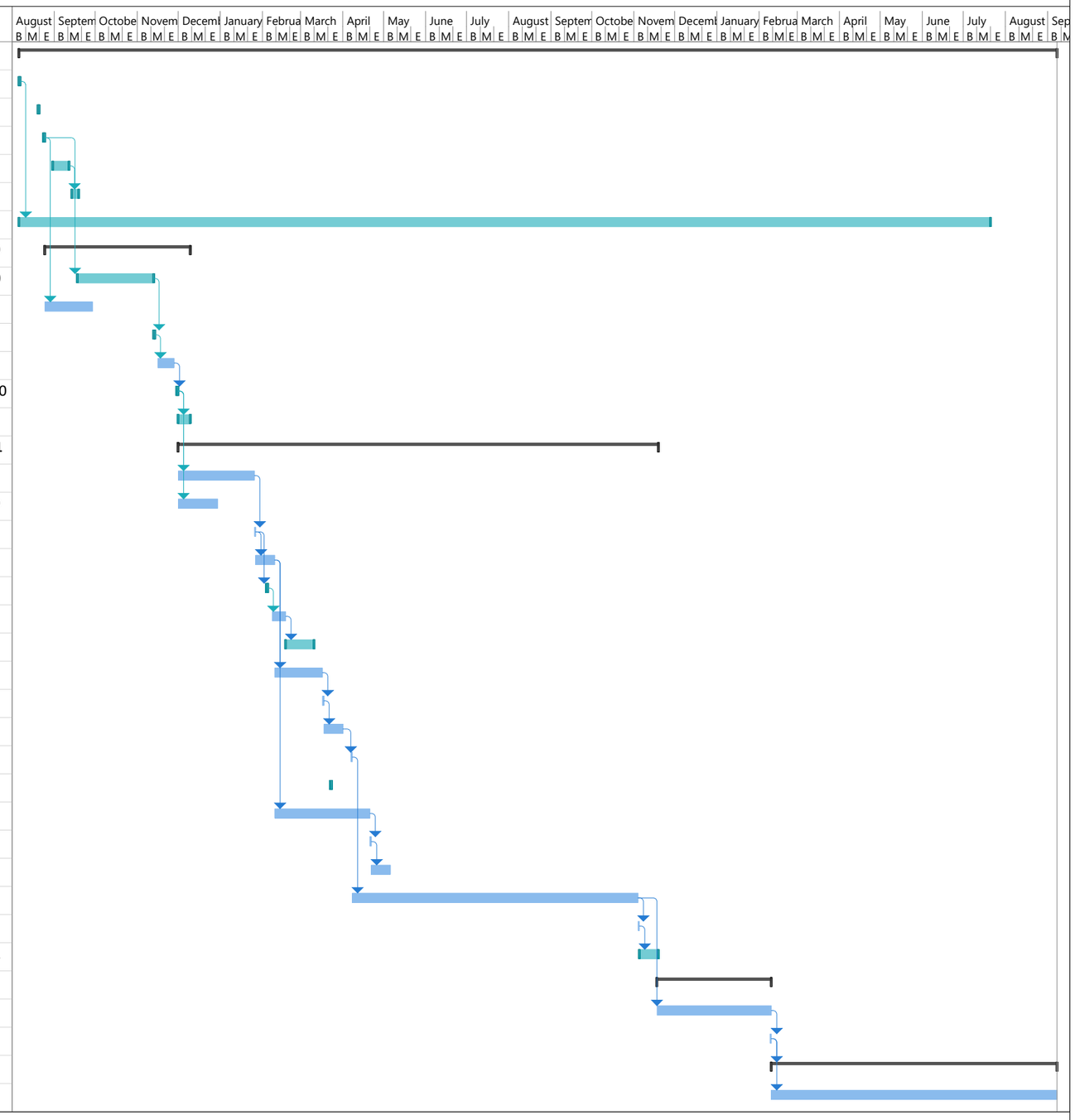
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Exhibit C: Cost Proposal (Revised)

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - By Task

PD 19-20.022 Perdido Key Dr at Johnson Beach Rd
Escambia County
$125,308.00

Submittal Date: Jul-27-2020

	Task ID	Description	Price
1		30% Construction Plans	23,540.00
2		Public Involvement	2,005.00
3		Engineering Design Services	82,785.00
4		Bidding Services	5,542.00
5		Construction Administration	6,174.00
6		Optional Service, Landscape &Hardscape	5,262.00
			-

Payment shall be made on a lump sum basis. Invoices shall be submitted to the County monthly and shall reflect amounts due based on percent complete for each task.

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - Detail

PD 19-20.022 Perdido Key Dr at Johnson Beach Rd
Escambia County
$125,308.00

Submittal Date: Jul-27-2020

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qtty	Extended Price
1	**30% Construction Plans**						
	Labor						
		Sr Project Director	Home	242.00	Hr	8.0	1,936.00
		Project Manager	Home	159.00	Hr	8.0	1,272.00
		Sr Engineer III	Home	166.00	Hr	8.0	1,328.00
		Sr Engineer II	Home	141.00	Hr	40.0	5,640.00
		Engineer II	Home	95.00	Hr	40.0	3,800.00
		Sr CAD Technician	Home	95.00	Hr	40.0	3,800.00
		Sr Project Assistant	Home	79.00	Hr	16.0	1,264.00
	Labor Total					160	19,040.00
	Subcontract & Consultants					**1.0**	**4,500.00**
		Wetlands & Habitat		4,500.0	LS	1.0	4,500.00
	Subcontract and Expenses Total						4,500.00
1	**30% Construction Plans Total**						**23,540.00**
2	**Public Involvement**						
	Labor						
		Sr Project Director	Home	242.00	Hr	5.0	1,210.00
		Project Manager	Home	159.00	Hr	5.0	795.00
	Labor Total					10	2,005.00
2	**Public Involvement Total**						**2,005.00**
3	**Engineering Design Services**						
	Labor						
		Sr Project Director	Home	242.00	Hr	31.0	7,502.00
		Project Manager	Home	159.00	Hr	33.0	5,247.00
		Sr Engineer II	Home	141.00	Hr	136.0	19,176.00
		Engineer II	Home	95.00	Hr	154.0	14,630.00
		Sr CAD Technician	Home	95.00	Hr	146.0	13,870.00

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - Detail

PD 19-20.022 Perdido Key Dr at Johnson Beach Rd
Escambia County
$125,308.00

Submittal Date: Jul-27-2020

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qtty	Extended Price
	Labor Total					500	60,425.00
	ODCs						**820.00**
		Permit Fees		1.0	Dollar	820.0	820.00
	Subcontract & Consultants						**4,790.00**
		Geotech		4,790.0	LS	1.0	4,790.00
	Subcontract & Consultants					**3.0**	**16,750.00**
		Subsurface Utility Exploration		5,000.0	LS	1.0	5,000.00
		Resource Permitting		11,750.0	LS	1.0	11,750.00
		WS Stakeholder Meetings		-	LS	1.0	-
	Subcontract and Expenses Total						22,360.00
3	**Engineering Design Services Total**						**82,785.00**
4	**Bidding Services**						
	Labor						
		Sr Project Director	Home	242.00	Hr	8.0	1,936.00
		Project Manager	Home	159.00	Hr	8.0	1,272.00
		Sr Engineer III	Home	166.00	Hr	4.0	664.00
		Sr Engineer II	Home	141.00	Hr	4.0	564.00
		Sr Project Assistant	Home	79.00	Hr	14.0	1,106.00
	Labor Total					38	5,542.00
4	**Bidding Services Total**						**5,542.00**
5	**Construction Administration**						
	Labor						
		Sr Project Director	Home	242.00	Hr	4.0	968.00
		Project Manager	Home	159.00	Hr	6.0	954.00

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - Detail

PD 19-20.022 Perdido Key Dr at Johnson Beach Rd
Escambia County
$125,308.00

Submittal Date: Jul-27-2020

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qtty	Extended Price
		Sr Engineer III	Home	166.00	Hr	4.0	664.00
		Sr Engineer II	Home	141.00	Hr	12.0	1,692.00
		Sr Project Assistant	Home	79.00	Hr	24.0	1,896.00
	Labor Total					50	6,174.00
5	**Construction Administration Total**						**6,174.00**
6	**Optional Service, Landscape &Hardscape**						
	Labor						
		Project Manager	Home	159.00	Hr	8.0	1,272.00
		Engineer II	Home	95.00	Hr	30.0	2,850.00
		Sr CAD Technician	Home	95.00	Hr	12.0	1,140.00
	Labor Total					50	5,262.00
6	**Optional Service, Landscape &Hardscape Total**						**5,262.00**
	Labor						
		Project Manager	Home	159.00	Hr	-	-
		Engineer II	Home	95.00	Hr	-	-
		Sr CAD Technician	Home	95.00	Hr	-	-
	Labor Total					-	-
	Total						-
		Total Extended Price					**125,308.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18477 **County Administrator's Report 11. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Award of a Purchase Order for One 2021 Ford F-150 Super Cab 4X4 XL (Model X1E) for Natural Resources Management Department
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for One 2021 Ford F-150 Super Cab 4X4 XL (Model X1E) for the Natural Resources Management Department - Tim Day, Senior Manager, Natural Resources Management and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

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

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for One 2021 Ford F-150 Super Cab 4X4 XL (Model X1E) for Natural Resources Management Department, to Duval Ford, LLC, in the amount of $29,792.

Vendor	Funding	Amount	Contract
Duval Ford, LLC	Fund 18, Tourist Promotion Fund; Cost Center 220805, 4th Cent Marine Recreation; Object Code 56401, Machinery & Equipment	$29,792	Florida Sheriff's Association FSA 19-VEL27.0

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

- Quote from Duval Ford, LLC, with FSA Contract Information

BACKGROUND:

During Fiscal year 2018-2019, the Department of Natural Resources Management was authorized an Environmental Program position in the Marine Resources Division. As the duties and responsibilities of this position have expanded, it is apparent that a dedicated vehicle is needed to maximize program efficiency. The F-150 truck specified will be used by the Program Manager in assisting with derelict vessel response and removal, performing boat ramp monitoring and maintenance, hauling equipment and boats, managing the sea turtle nesting monitoring and response efforts at Pensacola Beach and Perdido Key, and attending meetings to give presentations to citizens at outreach and educational events.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract
Duval Ford, LLC	Fund 18, Tourist Promotion Fund; Cost Center 220805, 4th Cent Marine Recreation; Object Code 56401, Machinery & Equipment	$29,792	Florida Sheriff's Association FSA 19-VEL27.0

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 Count, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18427 **County Administrator's Report 11. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Award a Purchase Order for Five 2021 Ford Explorers (Model K7B) for Code Enforcement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Five 2021 Ford Explorers (Model K7B) for Code Enforcement - Tim Day, Senior Manager, Natural Resources Management Through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

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

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for Five 2021 Ford Explorers (Model K7B) to Bozard Ford Co., in the total amount of $132,335 ($26,467 each).

Vendor	Funding	Amount	Contract
Bozard Ford Co.	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$132,335	Florida Sheriff's Association FSA 19-VEL27.0

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

- Quote from Bozard Ford Co.

BACKGROUND:

The Department of Natural Resources Management is requesting replacement of five vehicles for the Environmental Code Enforcement Division for use in the daily operations of the Environmental Enforcement Officers. An Officer's workday is spent primarily in a vehicle, traveling to various properties within the County to assist citizens with environmental code concerns; therefore, it is critical that the Division have safe, reliable vehicles available for each Officer to use. The fleet vehicles requested for replacement have an average life in service of 13 years. Two of the vehicles have already been disposed for reasons listed below, while the other three are targeted for replacement due to age, mileage and reliability issues.

PN 57046, a 2008 Chevy Trailblazer, was approved for disposal on July 16, 2020, due to a blown engine.
PN 55830, a 2007 Ford Explorer, was approved for disposal on July 16, 2020, because it was totaled in an accident.
PN 54792, a 2006 Ford Escape, currently in use, has mileage of 144,185 and lifetime maintenance costs of $11,658.
PN 55813, a 2007 Ford Explorer, currently in use, has mileage of 131,600 and lifetime maintenance costs of $18,012.
PN 55831, a 2007 Ford Explorer, currently in use, has mileage of 159,000 and lifetime maintenance costs of $20,491.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract
Bozard Ford Co.	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$132,335	Florida Sheriff's Association FSA 19-VEL27.0

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

FSA Pricing

Bid Award

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 265, Ford, Explorer Base RWD, K7B

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary Alternate	BOZARD FORD Duval Ford LLC	$26,164.00 $26,455.00
Northern	Primary Alternate	BOZARD FORD Duval Ford LLC	$26,164.00 $26,455.00
Central	Primary Alternate	BOZARD FORD Palmetto Ford Truck Sales, Inc.	$26,164.00 $26,440.00
Southern	Primary Alternate	BOZARD FORD Palmetto Ford Truck Sales, Inc.	$26,164.00 $26,240.00

Options appear in alphabetical order by awarded vendor.

Options: BOZARD FORD

Order Code	Description	Price
153	Front License Plate Bracket	$0.00
TEMP	Temporary Tag	$16.00
942	Daytime Running Lights	$44.00
60X	Smokers Kit w/ Element	$89.00
41H	Engine Block Heater	$89.00
85W	Cargo Mat	$99.00
TRANSFER	Transifer existing registration (must provide tag number)	$100.00
16N	All-Weather Floor Mats	$119.00
NST	New State Tag (must specify state, county, city, sheriff etc)	$185.00
50M	Splash Guards	$204.00
50N	Roof Rack Crossbars	$324.00
PD4	Rapid Red Metallic Tinite Clearcoat	$394.00
PB6	Rich Copper Metallic Tinted Clearcoat	$394.00
3K	Additional key with remote	$399.00
17U	2nd Row Bench	$494.00
PAZ	Star White Metallic Tri-Coat	$594.00
52T	Trailer Tow Pkg Class III	$709.00
OSF	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	$799.00
68S	ST Street Pack	$994.00
65P	Premium Teck Package	$994.00
68T	ST High-Performance Pack	$1,594.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,230.00
TGX	ST Summer Tire	$2,499.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,610.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$3,445.00
3K	Additional key with remote	$399.00
3KPS	Additional key with remote for push button start	$499.00

Options: Duval Ford LLC

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit fordvehicles.com to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at fleet.ford.com , or available from Duval Ford.	$1.00
99H	Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)	$0.00
44T	Transmission: 10-Speed Automatic w/SelectShift -inc: active transmission warm-up (ATWU) (STD)	$0.00
100A	Equipment Group 100A	$0.00
FT	Blue Metallic	$0.00
J7	Magnetic Metallic	$0.00
JS	Iconic Silver Metallic	$0.00
UM	Agate Black Metallic	$0.00
YZ	Oxford White	$0.00
7N	Sandstone, Cloth Captain's Chairs -inc: 8-way power driver's seat w/power recline, 4-way manual front passenger seat w/fore/aft, recline and 4-way manually adjustable driver and front passenger head restraints	$0.00
41H	Engine Block Heater	$89.00
52T	Class III Trailer Tow Package -inc: cargo area management system	$709.00
153	Front License Plate Bracket	$0.00
50M	Splash Guards (Dealer Installed)	$204.00
942	Daytime Running Lamps (DRL) (Non-Configurable)	$44.00
16N	Front & Second Row Floor Liners	$119.00
60X	Smoker's Package (Dealer Installed)	$89.00
85W	Cargo Mat (Dealer Installed)	$99.00
SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher	$276.00
SAFET2	First Aid, Fire Extinguisher and Road LED Kit	$536.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	$695.00
GOLITE	LED Permanent Mount Go-Light brand spot light	$695.00
TH500	500 Watt Inverter	$396.00
TH750	750 Watt Inverter	$596.00
TH1000	1000 Watt Inverter	$642.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	$1,495.00
DSI-REMOTE	Remote control for Dimensions	$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	$189.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	$265.00
TINT 4D	TINT ALL WINDOWS.	$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	$245.00
WT LC 2P	WEATHER TECH LASER CUT TWO PIECE MAT SET	$215.00
WT LC 4P	WEATHER TECH MATS , LASER CUT	$289.00
RMAT	HD RUBBER FLOOR MATS	$195.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	$175.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	$350.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	$1,896.00
LTS	LapTop Stand Passenger side mounted and universal Cradle	$713.00
Cargo Mgmt	Cargo Organizer solution for rear cargo area in SUV	$156.00
NS	Red White Dome Light, installed between visors or in cargo area	$186.00
Bua	Backup Alarm	$130.00

Order Code	Description	Price
87B	Graphics (6 Square Feet) -inc: up to 6 square feet	$249.00
87C	Graphics (10 Square Feet) -inc: up to 10 square feet	$299.00
87D	Graphics (18 Square Feet) -inc: up to 18 square feet	$399.00
87E	Graphics (25 Square Feet) -inc: up to 25 square feet	$524.00
87F	Graphics (40 Square Feet) -inc: up to 40 square feet	$674.00
87G	Graphics (55 Square Feet) -inc: up to 55 square feet	$824.00
87H	Graphics (70 Square Feet) -inc: up to 70 square feet	$974.00
SeatCover	Front Seat Covers by TigerTough	$446.00
uCoat	Undercoating	$650.00
USB Iphone	HD Charge Wire for Iphone	$35.00
USB Android	HD Charge Wire for Android	$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.	$446.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,605.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,845.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,535.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,130.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,560.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,395.00

Options: Palmetto Ford Truck Sales, Inc.

Order Code	Description	Price
942	Daytime Running Lights	$44.00
1500PSI	1,500 Watt Pure Sine Inverter with Remote	$2,389.00
16N	Front and Second Row Floor Liners	$118.00
2000I	2,000 Watt Inverter with Remote	$795.00
3000PSI	3,000 Watt Pure Sine Inverter with Remote	$2,889.00
4CS	Four Corner Led Strobes (Amber or White)	$680.00
4CSS	Four Corner Split Led Strobes, Amber and White	$840.00
50MI	Spalsh Guards (Dealer Installed) and Installation	$300.00
52T	Class III Trailer Tow Package. Includes cargo area management system	$705.00
60XI	Smoker's Package (Dealer Installed) and Installation	$135.00
85W	Cargo Mat	$95.00
AK	Additional Key / Key Fob	$155.00
DTF	Dark Tinted Glass Film	$345.00
FECP	Ford Extended Coverage Plan - Contact Dealer with Requirements for Availability / Pricing	$0.00
FMP	Ford Maintenance Plan - Contact Dealer with Requirements for Availability / Pricing	$0.00

Order Code	Description	Price
LABOR	Hourly Labor Rate	$101.00
LCG	Laptop Cradle - Gamber Johnson - Universal Laptop tray	$625.00
LCH	Laptop Cradle - Havis - Universal Laptop tray	$605.00
LSG	Laptop Stand - Gamber Johnson - 7160-1336,DS-LOWER-9,7160-0178,7160-0230,7160-0928	$760.00
LSJ	Laptop Stand - Jotto - HD A-MOD Laptop Mount	$755.00
LSPH	Laptop Stand - Havis - Premium Passenger Side Mount Package	$865.00
LSSH	Laptop Stand - Havis - Standard Passenger Side Mount Package	$635.00
NLBR	Non-Listed Body Request - Contact Dealer to Coordinate	$0.00
NLER	Non-Listed Equipment Request - Contact Dealer to Coordinate	$0.00
NTAG	New Yellow Tag - Includes Registration and Administrative Fees	$225.00
PB	Push Bumper	$800.00
TEMP	Temporary Tag - Includes Registration and Administrative Fees	$55.00
TTRANS	Transfer Existing Tag - Includes Renewal and Administrative Fees	$185.00
UCOAT	Undercoating	$895.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18486 **County Administrator's Report 11. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: On-Site Employee Clinic Proposal
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning On-Site Employee Health Clinic - Jana Still, Human Resources Department Director

That the Board takes the following action concerning the On-Site Employee Health Clinic:

A. Approve the Amendment to the present Contract with Concentra Health Services, Inc., for the On-Site Employee Health Clinic to extend the Contract until October 31, 2020; and

B. Authorize the County Administrator to sign the Amendment with Concentra Health Services.

[Funding Source: 501, Internal Service Fund]

BACKGROUND:

The implementation of the transition of the clinic from the current vendor Concentra to the new vendor Marathon is estimated to take approximately 90 days. Due to the timing of finalizing the contract with Marathon and the projected timeline for complete transition, we need an additional 30-day extension with Concentra to maintain services for the clinic during the transition period. Concentra agreed to an additional 30-day extension.

BUDGETARY IMPACT:

Funding for the On-Site Clinic is through Fund Code 501, Internal Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the Agreement and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and legal review, the Human Resources Department and Concentra will execute the Agreement. The Human Resources Department will coordinate with Concentra and the County Attorney's Office.

Attachments

Amendment to Agreement for Services at an Onsite Center

AMENDMENT TO
AGREEMENT FOR SERVICES
AT AN ONSITE CENTER

This Amendment for Services at an Onsite Medical Center (the "**Amendment**") is made and entered into by and between Concentra Health Services, Inc., a Nevada corporation, for the benefit of and on behalf of its subsidiaries, affiliates, and managed and professional associations and corporations ("**Concentra**") and Escambia County ("**County**").

RECITALS

WHEREAS, Concentra and County previously executed an Onsite Center Agreement dated July 19, 2016, Amendment dated July 10, 2018, Amendment dated August 15, 2019 and Amendment dated August 4, 2020 (collectively the "**Agreement**"); and

WHEREAS, the parties agreed to extend the Agreement for an additional period as provided in this Amendment;

WHEREAS, County desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services, on the terms and conditions set forth in the Agreement and as set forth herein;

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

1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined in this Amendment, shall have the same meanings as in the Agreement.

2. Renewal. Pursuant to Section 1 of the Agreement, the parties have mutually agreed to extend the Agreement to now expire on October 31, 2020.

3. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provision of the Agreement, as expressly modified and superseded by this Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

4. Counterparts. This Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, Concentra and County have each caused this Amendment to be executed as of the date last date set forth below.

CONCENTRA HELATH SERVICES, INC.:

By: _____

Name: John deLorimier

Title: Executive Vice President

Date: _____

ESCAMBIA COUNTY:

By: _____

Name: Janice P. Gilley

Title: County Administrator

Date: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-17-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18488 **County Administrator's Report 11. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/03/2020
Issue: Group Life & AD&D and Voluntary Long-Term Disability Insurance
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Life & Accidental Death and Dismemberment (AD&D) and Voluntary Long-Term Disability Insurance (PD 15-16.042) - Jana Still, Human Resources Department Director

That the Board take the following actions concerning Group Life & AD&D and Voluntary Long-Term Disability Insurance (PD 15-16.042):

A. Approve a one-year extension with Lincoln National Life Insurance Company for Group Life & AD&D and Voluntary Long-Term Disability Insurance until December 31, 2021, as the rates will remain the same at $.081 per thousand dollars of coverage for basic life, and $.0185 per thousand dollars for AD&D coverage. These rates will continue to save the employees approximately $8,500 in Long-Term Disability premiums and the County approximately $20,436 in premiums for group life and AD&D insurance;

B. Approve Amendment 2 that grandfathered all employee elections prior to April 1, 2020; and

C. Authorize the County Administrator to sign the Lincoln National Life Insurance Amendment.

BACKGROUND:

The original Contract with Lincoln National Life Insurance Company was for 24 months and they have agreed to a one-year extension. New rates are $.081 per thousand dollars of coverage for basic life, and $.0185 per thousand dollars for AD&D coverage. Previous rates were $.088 for basic life, and $.02 for AD&D. This will save the employees approximately $8,500 in Long-Term Disability premiums, and also save the County approximately $20,436 in premiums for group life and AD&D insurance.

The Amendment for the life insurance Agreement will grandfather all employee elections prior to April 1, 2020. Employee elections after April 1, 2020, will reflect the current Agreement. The new Agreement will place restrictions on enrolling in supplemental dependent life coverage when an employee is not enrolled in supplemental coverage themselves. Also, supplemental dependent life coverage will be solely based on the amount of supplemental life coverage the employee has, rather than a combination of supplemental life and basic life for the employee. Additionally, supplemental life insurance for children will be reduced from three options to one option, and now includes $20,000.00 in life coverage with no AD&D. Previously it was $10,000.00 in life coverage with included AD&D. Finally, employee supplemental life insurance will start at $20,000.00, where previously the minimum was $10,000.00.

BUDGETARY IMPACT:

There is no budgetary impact, as costs remain the same as last year.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Meeting CAR II. 32 and 33 of September 6, 2018

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The total cost of the life insurance Contract will be $315,000.00 with the county paying for approximately $110,000.00 of this total. Employees pay for the remaining amount through premiums. In regards to the LTD contract, the employees pay 100% of the cost, however a P.O. is required to initiate the contract at $76,000.00.

Attachments

Voluntary Life Policy
Plan Document for Life

AMENDMENT NO. 2

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000400246039

ISSUED TO: Escambia County Board of County Commissioners

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated April 1, 2020.

The effective date of this amendment is April 1, 2020; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20_____

By Janice P. Gilley Title County Administrator

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-17-2020

The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

Escambia County Board of County Commissioners

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on February 1, 2019, and on the same day of each month after that. Policy anniversaries will be each January 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of the Policy is January 1, 2019.

SECRETARY

PRESIDENT

GROUP INSURANCE POLICY
No. 000400246039
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
DEPENDENT INSURANCE

This Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in this Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in this Policy.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

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Escambia County Board of County Commissioners
000400246039
SCHEDULE OF INSURANCE

ELIGIBLE CLASSES

Class 1	All Full-Time Employees.
Class 2	All Participants with approved Life Insurance Amounts under the Prior Carrier's Plan as of March 31, 2020

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

(1) the Policy Anniversary Date which coincides with or follows the date on which the Insured Person becomes eligible for the increase; provided he or she is Actively at Work on that day;
(2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
(3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the Policy Anniversary Date which coincides with or follows the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

Facility of Payment Amount: $2,000

The following chart applies to the Portability Privilege provision and to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

Year of Birth	Normal Retirement Age
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

Under the Portability Privilege provision, the word "retire" or "retirement" means an Insured Person's attainment of the Social Security Normal Retirement Age. The use of the word "retire" or "retirement" elsewhere in this Policy means an Insured Person's retirement from employment with the Employer.

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible employees to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts. Evidence of insurability is not required during this period provided certain conditions are met as described in the Schedule of Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods. Employees who have been previously declined for a benefit amount or increase are not eligible to participate in the Open Enrollment.

There will be an Open Enrollment Period beginning October 1st and ending December 1st for eligible Employees to enroll for or to increase their current benefit amounts.

Coverage elected during this period will be effective:

(1) January 1st following the enrollment period, if Actively at Work on that day; or
(2) The day the Insured Person resumes Active Work, if not Actively at Work on the day the elected coverage or increase would otherwise take effect.

Escambia County Board of County Commissioners
000400246039
SCHEDULE OF INSURANCE
For
Class 1 - All Full-Time Employees.

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
30 days of continuous Active Work

EXCEPTION. If a person is working as an ineligible Employee for the Employer and then becomes a regular Full-Time Employee of the Employer, anytime incurred with the Employer as an ineligible Employee will be applied toward the Waiting Period.

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life & AD&D Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The **"Determination Date"** is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	A Person may elect Life Insurance in any $10,000 increment; subject to a maximum of Five times Basic Annual Earnings (rounded to the next higher $10,000). Coverage is subject to a minimum of $10,000 and an overall maximum of $300,000. If a Person initially becomes insured after attaining age 70 the benefit is subject to a maximum of $50,000.
AD&D Insurance Principal Sum	The Principal Sum equals the Amount of Personal Life Insurance.

Personal Life and AD&D Insurance will be reduced as follows:
- At age 70, benefits will reduce by 50% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Personal Life and AD&D Insurance amounts exceed the guarantee issue amount of $100,000 or 200% of salary, whichever is less, at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Personal Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Personal Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Escambia County Board of County Commissioners
000400246039
SCHEDULE OF INSURANCE
For
Class 1LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any $10,000 increment; subject to a maximum of 100% of the Insured Employee's Life Insurance Benefit (rounded to the next higher $10,000). Coverage is subject to an overall maximum of $150,000.
Spouse AD&D Insurance Principal Sum	The Principal Sum equals the Amount of Spouse Life Insurance.

Child Life Insurance

Dependent Child (live birth to 26 years)	$20,000

Spouse Life and AD&D Insurance will be reduced as follows:
- by 50% of the original amount when the Insured Employee attains age 70.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:
1. Spouse Life and AD&D Insurance amounts exceed the guarantee issue amount of $30,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Spouse Life and AD&D Insurance by more than 1 increment level(s);
3. an increased amount of Spouse Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:
(1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
(2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

Escambia County Board of County Commissioners
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SCHEDULE OF INSURANCE
For
Class 2 - All Participants with approved Life Insurance Amounts under the Prior Carrier's Plan as of March 31, 2020

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
30 days of continuous Active Work

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life & AD&D Insurance and Child Life Insurance.

LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	The Approved Amount of Personal Life Insurance under the Prior Carrier's Plan as of March 31, 2020.
AD&D Insurance Principal Sum	The Approved Principal Sum of AD&D Insurance under the Prior Carrier's Plan as of March 31, 2020.

Personal Life and AD&D Insurance will be reduced as follows:
- At age 70, benefits will reduce by 50% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:
1. the amount of Personal Life and AD&D Insurance increases after the initial enrollment due to salary or benefit increases; or
2. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Escambia County Board of County Commissioners
000400246039
SCHEDULE OF INSURANCE
For
Class 2
LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	The Approved Amount of Spouse Life Insurance under the Prior Carrier's Plan as of March 31, 2020.
Spouse AD&D Insurance Principal Sum	The Approved Principal Sum of Spouse AD&D Insurance under the Prior Carrier's Plan as of March 31, 2020.

Child Life Insurance
Dependent Child (live birth to 26 years) $20,000

Spouse Life and AD&D Insurance will be reduced as follows:
- by 50% of the original amount when the Insured Employee attains age 70.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:
1. the amount of Spouse Life and AD&D Insurance increases after the initial enrollment due to salary or benefit increases; or
2. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:
(1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
(2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

(1) the GROUP POLICYHOLDER'S place of business; or
(2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

(1) a Saturday, Sunday or holiday which is not a scheduled workday;
(2) a paid vacation day, or other scheduled or unscheduled non-workday; or
(3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the GROUP POLICYHOLDER:

(1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
(2) who is not a temporary or seasonal employee; and
(3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

(1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
(2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a PERSON for whom the coverages provided by this Policy are in effect.

PERSON means a FULL-TIME EMPLOYEE of the GROUP POLICYHOLDER:

(1) who is a member of an employee class which is eligible for coverage under this Policy; and
(2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:
(1) this Policy and the Group Policyholder's application (a copy is attached); and
(2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:
(1) it is contained in a written statement signed by that Insured Person; and
(2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:
(1) the 1970 Intercompany Group Life Disability Valuation Table; and
(2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:
(1) affect the amount of insurance which would otherwise be in effect; or
(2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

(1) the Policy's date of issue; or
(2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

(1) the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
(2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
(3) the date the Person makes written application for Personal Insurance; and signs:
    (a) a payroll deduction order; or
    (b) an order to pay premiums from the Person's Flexible Benefits Plan account, if Employer contributions are made through a Flexible Benefits Plan; or
(4) the first day of the Insurance Month following the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

(1) a Person applies for Personal Life Insurance in excess of the Guaranteed Acceptance Amount;
(2) a Person applies to enroll for or increase Personal Life Insurance more than 31 days after first becoming eligible for the coverage;
(3) a Person makes written application for Personal Life Insurance after he or she has requested:
    (a) to cancel Personal Life Insurance;
    (b) to stop payroll deductions for the coverage; or
    (c) to stop premium payments from the Flexible Benefits Plan account; or
(4) a Person applies to reinstate Personal Life Insurance after it lapses, due to failure to pay premium when due.

EXCEPTION. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

(1) the Person returns within six months after the leave begins;
(2) the Person applies or is enrolled within 31 days after resuming Active Work; and
(3) the reinstated amount of insurance does not exceed the amount which terminated.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

(1) the date this Policy terminates;
(2) the last day of the Insurance Month in which such Insured Person requests termination;
(3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
(4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy or dies;
(5) with respect to any particular insurance benefit, the date the portion of the Policy providing the benefit terminates;
(6) the date the Insured Person's employment with the Group Policyholder terminates; or
(7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.).

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

(1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
    (a) twelve Insurance Months after the disability begins;
    (b) until the Person is no longer disabled; or
    (c) for life insurance; until the Insured Person qualifies for the Extension of Death Benefit under this Policy;

    provided premium payments are made on his or her behalf. Throughout the period of continued life insurance, the disabled Insured Person will be required to pay the Group Policyholder the premium he would have been required to pay as an Active Employee.
(2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
    (a) for three Insurance Months after the lay off or leave begins;
    (b) provided premium payments are made on the Insured Person's behalf.

It may be possible to continue insurance for a longer period in accord with the Portability Privilege section of this Policy.

PORTABILITY PRIVILEGE

This section applies to any Personal Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance provided by this Policy. Such insurance may be continued, by paying the required premiums, when:

(1) an Employee's employment with the Employer ends for a reason other than Total Disability or retirement; and
(2) the insurance has been in force for at least 12 months in a row just prior to the date employment ends.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

AMOUNT OF COVERAGE. The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period:

(1) the amount of insurance may not be increased; and
(2) additional dependents may not be enrolled for Dependent Life Insurance.

Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

A former Employee may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

PAYMENT OF PREMIUM. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. The required premium will equal:

(1) premium at the group rate which would apply if the Employee remained actively employed with the Employer; plus
(2) a direct billing fee based on the premium frequency chosen.

The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force; but not during a Grace Period.

TERMINATION OF COVERAGE. Continued insurance will end on the earliest of:

(1) the date insurance has been continued until the Insured Person attains the Social Security Normal Retirement Age; or
(2) the date insurance would otherwise end had the former Employee remained an Active Employee; but continued coverage will not end when this Policy is discontinued by the Employer.

When continued insurance ends, the former Employee or Dependent may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Policy.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

(1) the date this Policy's terms are changed;
(2) the date the Company's liability is changed due to a change in federal, state or local law;
(3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
(4) the date any coverage for one or more classes ceases to be provided under this Policy;
(5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
(6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

The Company will give at least 45 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

(1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
(2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
(3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly Group Life Rate

Insured Employee's Attained Age	Monthly Rate per $1,000 of insurance
Less than 25	$.12
25 - 29	$.12
30 - 34	$.13
35 - 39	$.15
40 - 44	$.22
45 - 49	$.31
50 - 54	$.46
55 - 59	$.75
60 - 64	$1.10
65 - 69	$1.76
70 - 74	$6.26
75 - 79	$6.26
80 and older	$6.26

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

Monthly AD&D Rate $.028 per $1,000 of insurance

Monthly Spouse Life Rate

Insured Employee's Attained Age	Monthly Rate per $1,000 of insurance
Less than 25	$.12
25 - 29	$.12
30 - 34	$.13
35 - 39	$.15
40 - 44	$.22
45 - 49	$.31
50 - 54	$.46
55 - 59	$.75
60 - 64	$1.10
65 - 69	$1.76
70 - 74	$6.26
75 - 79	$6.26
80 and older	$6.26

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

Monthly Spouse AD&D Rate	$.026 per $1,000 of insurance
Monthly Child Life Rate	$2.00 per Insured Child(ren)

The above rate or rates are guaranteed until January 1, 2022; unless an exception listed in the Premium Rate Change section applies.

After that, any premium rate change will be as shown in the renewal letter. The Company will send the Group Policyholder a renewal letter prior to each Policy Anniversary.

GRACE PERIOD

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 45 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

(1) the total number of Insured Persons is less than ten;
(2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
(3) part of the premium is paid by Insured Persons and less than 25% of those eligible for coverage are insured (this part 3 will not apply to any voluntary, optional or supplemental insurance provided under this Policy);
(4) the Group Policyholder, without good cause, fails to:
    (a) promptly furnish any information the Company reasonably requires; or
    (b) perform its duties pertaining to this Policy in good faith;
(5) the Company terminates all other policies where permitted by their terms, which provide life insurance in the same state in which this Policy was issued; or
(6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

(1) on the date the Company receives the notice; or
(2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

POLICY TERMINATION DUE TO NONPAYMENT OF PREMIUM. If any premium remains unpaid at the end of the Grace Period; then this Policy will terminate:

(1) at midnight on the last day of the Grace Period, if the Company sends the Group Policyholder a written cancellation notice by the 45th day after the Grace Period expires; or
(2) on the day the Company sends the Group Policyholder a written cancellation notice, if the notice is sent more than 45 days after the Grace Period expires.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to the Insured Person's:

(1) surviving spouse; or, if none
(2) surviving child or children in equal shares; or, if none
(3) surviving parent or parents in equal shares; or, if none
(4) surviving brothers and sisters in equal shares; or, if none
(5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to the Beneficiary or estate will be reduced by any amount paid under the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Home Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

(1) within 15 days of the Insured Person's death; and
(2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Home Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

(1) it is made on a form furnished by the Company;
(2) the original is completed and filed with the Company at its Group Insurance Service Office; and
(3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

(1) a person who has assumed the care and support of the Insured Person or Beneficiary;
(2) a person who has incurred expense as a result of the Insured Person's last illness or death;
(3) the personal representative of the Insured Person's estate; or
(4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed the Facility of Payment Amount shown in the Schedule of Insurance. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

EXCLUSION. Benefits will not be payable if the Insured Person's death:

(1) results from suicide, while sane or insane; and
(2) occurs within two years after the Insured Person's Personal Life Insurance or an increased amount of insurance takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued within the two years prior to the Insured Person's death.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least $2,000. It must be sufficient to provide a payment of at least $20 per month.

EXTENSION OF DEATH BENEFIT
For Employees Only

BENEFIT. Life insurance will be continued, **without payment of premiums**, for an Insured Person who:
(1) becomes Totally Disabled while insured under this policy and before reaching age 60;
(2) remains Totally Disabled for at least 6 months in a row; and
(3) submits satisfactory proof within the 7th through the 12th months of disability; or:
    (a) as soon as reasonably possible after that; but
    (b) not later than the 24th month of disability, unless he or she was legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until:
(1) the day the Insured Person is approved for this Extension of Death Benefit; or
(2) the day this Policy terminates (whichever occurs first).

Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for the Insured Person's life insurance, from the 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means an Insured Person:
(1) is unable, due to sickness or injury, to engage in any employment or occupation for which such Insured Person is or becomes qualified by reason of education, training, or experience; and
(2) is not engaging in any gainful employment or occupation.

AMOUNT CONTINUED. The life insurance continued by this section:
(1) will be the amount of Personal Life Insurance in effect on the day the Insured Person's Total Disability begins; and
(2) will be subject to the reductions and terminations in effect under this Policy on that day.

If the Insured Person receives an Accelerated Death Benefit, the amount will be reduced in accord with that provision. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. At any time during this continuation, the Company may require the Insured Person:
(1) to submit further proof of his or her continued Total Disability; and
(2) to be examined by a Physician of the Company's choice, as often as reasonably necessary.

After the first two years of Total Disability, the Company will not request proof or an exam more than once a year. Proof will be at the Insured Person's expense; unless the Company requests an exam by a Physician of its choice.

When an Insured Person dies after submitting proof, further proof must be submitted to the Company showing that he or she remained continuously and Totally Disabled until death. When an Insured Person dies within 12 months after Total Disability begins, but before submitting proof; then his or her death benefit will still be paid under the terms of this Policy. But the Company must first receive satisfactory proof of his or her continuous Total Disability, from the last day of Active Work until the date of death.

TERMINATION. Any life insurance extended under this section will terminate automatically on:
(1) the day the Insured Person ceases to be Totally Disabled;
(2) the day the Insured Person fails to take a required medical examination;
(3) the 60th day after the Company mails a request for additional proof, if it is not given;
(4) the effective date of the Insured Person's individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
(5) the day the Insured Person reaches Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

RIGHTS AFTER TERMINATION. If Total Disability ends, and the Insured Person **does not return** to a class eligible for Policy coverage; then he or she may exercise the Conversion Privilege. If Total Disability ends, and the Insured Person **does return** to an eligible class; then his or her Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided below.

EXTENSION OF DEATH BENEFIT
For Employees Only
(Continued)

CONVERSION POLICIES. If the Insured Person has exercised the Conversion Privilege, and the benefits payable under this Policy and the conversion policy combined would exceed:

(1) the Insured Person's original amount of Policy coverage prior to the conversion; or

(2) any greater amount for which he or she later becomes insured under this Policy;

then benefits will be payable under the terms of this Policy. But the conversion policy must first be surrendered to the Company; and no claim may be made under the conversion policy, except for refund of premium less any dividends and policy loans.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of the Insured Person's Personal Life Insurance or Spouse Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:
(1) have satisfied the Active Work requirement under this Policy;
(2) have been insured under this Policy for at least 12 months; and
(3) have at least $2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

To qualify, a Terminal Dependent spouse must:
(1) have satisfied the Nonconfinement or Period of Limited Activity requirement under this Policy;
(2) have been insured under this Policy for at least 12 months; and
(3) have at least $2,000 of Spouse Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person or Terminal Dependent spouse for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person or Dependent spouse has a medical condition which is expected to result in death in 12 months or less, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:
(1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
(2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. Before paying an Accelerated Death Benefit for a Dependent spouse, the Company must also receive the Insured Person's written consent. (See Limitations 3, 4, 5, and 6.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any $1,000 increment; subject to:
(1) a minimum of $1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
(2) a maximum of $250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

ACCELERATED DEATH BENEFIT
(Continued)

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

(1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
(2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
(3) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. The Dependent spouse's Death Benefit will be paid to the Insured Person, or in accord with the Dependent Life Insurance section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

(1) if any required premium is due and unpaid;
(2) on any conversion policy purchased in accord with the Conversion Privilege;
(3) without the written approval of the bankruptcy court, if the Insured Person has filed for bankruptcy;
(4) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
(5) without the written consent of the Insured Person, if the Claimant is a Terminal Dependent spouse;
(6) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
(7) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
(8) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
(9) if a government agency requires the Insured Person or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
(10) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

CONVERSION PRIVILEGE – CONVERSION BENEFITS

GENERAL BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

(1) termination or amendment of the Policy; or
(2) the Insured Person's request for:
    (a) termination of insurance; or
    (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

(1) be for an amount not to exceed the amount of the life insurance which was terminated;
(2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
(3) be issued at the Insured Person's age at nearest birthday;
(4) be issued without disability or other supplemental benefits; and
(5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

(1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
(2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

(1) $10,000; or
(2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

(1) its date of issue; or
(2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

(1) was entitled to purchase a conversion policy; and
(2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

(1) given personally to the Insured Person;
(2) mailed by the Group Policyholder to the Insured Person at his last known address; or
(3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

(1) 15 days after the Insured Person is given the written notice; or
(2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

BENEFIT. Upon receipt of satisfactory proof of a Dependent spouse's or child's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount (shown in the Schedule of Insurance) which is in effect on the date of such death. The death benefit will be paid:

(1) to the Insured Person; or
(2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

EXCLUSION. Benefits will not be payable if the Dependent's death:

(1) results from suicide while sane; and
(2) occurs within two years after insurance for that Dependent takes effect.

However, suicide is no defense to payment of life insurance benefits under this Policy unless the Company can show that the insured Dependent intended suicide when applying for the insurance.

DEPENDENT. A Dependent means a person who meets the definition of a dependent of the Insured Person under the provisions of the U.S. Internal Revenue Code; and is an Insured Person's:

(1) spouse who is not legally separated from the Insured Person;
(2) unmarried child more than 14 days but less than 26 years of age;
(3) unmarried child less than 26 years of age and a full-time student at an accredited college or university; or
(4) unmarried child who is totally and permanently disabled and who was totally and permanently disabled prior to reaching 26 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child if the child:

(1) resides in the Insured Person's household; and
(2) is dependent on the Insured Person for principal support.

If more than one of a child's parents are insured under this Policy, that child may be insured under only one Certificate.

The term Dependent does not include:

(1) an Insured Person; nor
(2) anyone serving in the armed forces of any country.

ELIGIBILITY. An Insured Person becomes eligible for Dependents Insurance on the later of:

(1) the date the Insured Person becomes eligible for Personal Insurance;
(2) the effective date of this Section; and
(3) the date the Insured Person first acquires a Dependent.

EFFECTIVE DATES. An Insured Person's Dependents Life Insurance will become effective on the later of the following dates:

(1) the date the Insured Person becomes eligible for Dependents Life Insurance;
(2) the first day of the Insurance Month following the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
(3) the first day of the Insurance Month following the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will become effective on the date the Dependent is acquired.

DELAYED EFFECTIVE DATE. If a Dependent is in a Period of Limited Activity on the day his or her Dependent Life Insurance would otherwise take effect; then insurance for that Dependent will not take effect until the day after:

(1) his or her final discharge from the health care facility; or
(2) resuming the normal activities of a healthy person of the same age and sex.

"Period of Limited Activity" means a period when a spouse or child is confined in a health care facility; or, whether confined or not, is unable to perform the regular and usual activities of a healthy person of the same age and sex.

EVIDENCE OF INSURABILITY. Each Insured Person's Dependents must submit evidence of insurability satisfactory to the Company, if the Insured Person:

(1) applies for Spouse Life Insurance in excess of the Guaranteed Acceptance Amount;
(2) applies to enroll for or increase Spouse Life Insurance more than 31 days after:
    (a) first becoming eligible for Dependent Life Insurance; or
    (b) first acquiring an eligible spouse;
(3) applies to enroll for or increase Children's Life Insurance more than 31 days after:
    (a) first becoming eligible for Dependent Life Insurance; or
    (b) first acquiring an eligible child;
(4) applies for Dependents Life Insurance after requesting:
    (a) to terminate the Dependents Insurance; or
    (b) to cancel premium payments by payroll deduction or through a Flexible Benefits Plan account; or
(5) applies to reinstate continued Dependents Life Insurance after it lapses due to failure to pay premium when due.

TERMINATION OF DEPENDENTS INSURANCE. An Insured Person's Dependents Insurance for any spouse or child will cease on the earliest of:

(1) the date this Policy terminates or the Employer ceases to be a Participating Employer;
(2) the date Dependents Insurance is discontinued under this Policy;
(3) the last day of the Insurance Month in which termination is requested;
(4) the last day of the Insurance Month for which premium payment is made for such Dependents Insurance;
(5) the date the Insured Person ceases to be in a class of employees which is eligible for Dependents Insurance or dies;
(6) the date the spouse or child ceases to be an eligible Dependent, as defined by this section;
(7) the date the Insured Person's employment with the Participating Employer ends; or
(8) the date the Insured Person or Dependent enters the armed services of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Dependents Insurance for the Insured Person's Dependent children will also cease on:

(1) the date the Insured Person's Personal Life Insurance ceases, if the child is enrolled under an Employee and Children's Plan; or
(2) the date Spouse Insurance for the Insured Person's spouse ceases, if the child is enrolled under a Spouse and Children's Plan.

When Dependents Insurance ceases because the Insured Person's employment ends, it may be possible to continue coverage in accord with the Portability Privilege section of this Policy. When Dependents Insurance ceases for any reason except nonpayment of premium, it may be possible to purchase an individual life policy in accord with the Conversion Privilege section of this Policy.

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for nonpayment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death or dismemberment benefits.

CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

(1) the Insured Person's name and address; and
(2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

(1) A certified copy of the death certificate, for proof of death.
(2) A copy of any police report, for proof of accidental death or dismemberment.
(3) A signed authorization for the Company to obtain more information.
(4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:
(1) as soon as reasonably possible; and
(2) in no event more than one year after it was required.
These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

(1) by a Physician of the Company's choice;
(2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

Interest on Late Claims. If an accidental death or dismemberment benefit payment is not sent by the 120th day after the Company receives the first proof of claim; then that overdue payment will accrue simple interest at the rate of 10% per year.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

(1) the Insured Person, if he or she survives that Dependent; or
(2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

(1) the reason for the denial, under the terms of this Policy and any internal guidelines;
(2) how the claimant may request a review of the Company's decision; and
(3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

(1) 90 days after receiving the first proof of a death or dismemberment claim; or
(2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

(1) by the 15th day after receiving the first proof of claim; and
(2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

(1) 180 days after receiving the first proof of a death or dismemberment claim; or
(2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

(1) 60 days after receiving a denial notice of a death or dismemberment claim; or
(2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

(1) any further appeal procedures available under this Policy;
(2) the right to access relevant claim information; and
(3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

(1) the special circumstances which require the delay;
(2) whether more information is needed to review the claim; and
(3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

(1) reduce future benefits until full reimbursement is made; and
(2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought after the applicable statute of limitations expires. The statute runs from the date by which written proof of claim must be given.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

(1) manage this Policy and administer claims under it; and
(2) interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

(1) establish and enforce procedures for administering this Policy and claims under it;
(2) determine Employees' eligibility for insurance and entitlement to benefits;
(3) determine what information the Company reasonably requires to make such decisions; and
(4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

(1) request a state insurance department review; or
(2) bring legal action.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

(1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
(2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	1/2 Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

(1) will be the one largest amount listed;
(2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
(3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

(1) intentional self-inflicted injury or self-destruction;
(2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
(3) participation in a riot;
(4) duty as a member of any military, naval or air force;
(5) war or any act of war, declared or undeclared;
(6) participation in the commission of a felony;
(7) voluntary use of drugs; except when prescribed by a Physician;
(8) voluntary inhalation of gas, including carbon monoxide;
(9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
(10) driving a vehicle while intoxicated.

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

(1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)

(2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR A DEPENDENT SPOUSE. The Company will pay the benefit listed below, if:

(1) a Dependent Spouse sustains an accidental bodily injury while insured under this provision; and
(2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

A Dependent Spouse is eligible for the Accidental Death and Dismemberment Insurance if the Spouse:

(1) is insured by this provision on the date of the accident;
(2) is not legally separated from the Insured Person; and
(3) is not serving on active duty in the armed forces of any state or country except for duty of 30 days or less for training in the Reserves or National Guard.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	1/2 Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum which applies to the Dependent Spouse is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If a Dependent Spouse sustains more than one loss resulting from the same accident, the benefit:

(1) will be the one largest amount listed;
(2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
(3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for a Dependent Spouse's loss will be payable:

(1) to the Insured Person; or
(2) if the Insured Person fails to survive the Dependent Spouse, to the Insured Person's Beneficiary or in accord with the Facility of Payment section of this Policy.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

(1) intentional self-inflicted injury or self-destruction;
(2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
(3) participation in a riot;
(4) duty as a member of any military, naval or air force;
(5) war or any act of war, declared or undeclared;
(6) participation in the commission of a felony;
(7) voluntary use of drugs; except when prescribed by a Physician;
(8) voluntary inhalation of gas, including carbon monoxide;
(9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
(10) driving a vehicle while intoxicated.

DEFINITIONS.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Insured Person," as used in this section (Death or Dismemberment Benefit for a Dependent Spouse), means a PERSON whose Dependent Spouse is covered by Accidental Death and Dismemberment Insurance under this Policy. (Refer to the Definitions section of this Policy for the definition of PERSON.)

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

(1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)
(2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

INDIVIDUAL TERMINATION OF INSURANCE FOR A DEPENDENT SPOUSE. Accidental Death and Dismemberment Insurance for a Dependent Spouse will cease on the earlier of:

(1) the date he or she is no longer an eligible spouse; or
(2) the date the Insured Person is no longer eligible for coverage under this Policy.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

(1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
(2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals $10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals $10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than $1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

(1) the official accident report; or
(2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

(1) seat belt or lap and shoulder restraint; or
(2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

(1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
(2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
    (a) was driving without a valid drivers' license;
    (b) was driving in excess of the legal speed limit; or
    (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

    The above limitations will apply, whether or not the driver is convicted.

AMENDMENT TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO: 000400246039

ISSUED TO: Escambia County Board of County Commissioners

The Policy is amended by the addition of the following provisions.

PRIOR INSURANCE CREDIT UPON TRANSFER OF LIFE INSURANCE CARRIERS

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

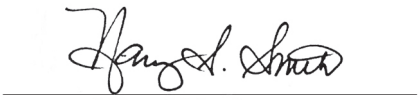
FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

(1) was insured under the prior plan on its termination date;
(2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
(3) is not entitled to any extension of life insurance under the prior plan; and
(4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

POLICY AMENDMENT

TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 000400246039
ISSUED TO: Escambia County Board of County Commissioners

The definition of DEPENDENT shown in the DEPENDENTS LIFE INSURANCE is amended to read:

DEPENDENT. A Dependent means a person who is an Insured Person's:

(1) spouse, who is not legally separated from the Insured Person;
(2) child less than 26 years of age; or
(3) child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

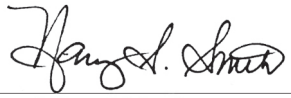
The word "child" includes:

(1) an Insured Person's natural child, legally adopted child, or stepchild;
(2) a child placed with the Insured Person for the purpose of adoption, from the date of placement; and
(3) a foster child for whom the Insured Person has assumed full parental responsibility and control.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

This amendment takes effect on January 1, 2019, or on the Insured Person's effective date of coverage under the Policy, whichever is later. In all other respects, the Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

CERTIFIES THAT Group Policy No. 000010246382 has been issued to

Escambia County Board of County Commissioners
(The Group Policyholder)

The issue date of the Policy is January 1, 2019.

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Class 1

This Certificate provides Life Insurance for the Employees and Dependents, if applicable, of Escambia County Board of County Commissioners, 221 Palafox Place, Ste 200, Pensacola, FL, 32502 under Group Policy Number 000010246382. The employee shall be given a copy of the group enrollment application. The benefits are payable to the beneficiaries of record designated by the employee.

You are entitled to the benefits described in this Certificate if you are eligible for insurance under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms.

The Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in the Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in the Policy.

Dennis R Glass
PRESIDENT

FOR INFORMATION OR COMPLAINTS CALL 1-800-423-2765

CERTIFICATE OF GROUP LIFE INSURANCE

Escambia County Board of County Commissioners
000010246382
SCHEDULE OF INSURANCE

ELIGIBLE CLASS

Class 1 All Full-Time Employees enrolled in the $40,000 benefit

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

Year of Birth	Normal Retirement Age
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

Escambia County Board of County Commissioners
000010246382
SCHEDULE OF INSURANCE
For
Class 1 - All Full-Time Employees enrolled in the $40,000 benefit

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Dates of Coverages" section)
30 days of continuous Active Work

EXCEPTION. If you are working as an ineligible employee for the Employer and then become a regular Full-Time Employee of the Employer, any time incurred with the Employer as an ineligible Employee will be applied toward the Waiting Period

LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	$40,000
AD&D Insurance Principal Sum	$40,000

Personal Life and AD&D Insurance will be reduced as follows:
- At age 70, benefits will reduce by 50% of the original amount.

Benefits will terminate when you retire, unless eligible for retiree benefits.

If you first enroll for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which you are eligible.

Escambia County Board of County Commissioners
000010246382
SCHEDULE OF INSURANCE
For
Class 1
LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Dependent Life Insurance	Benefit Amount
Spouse	$5,000
Dependent Child (live birth to 6 months)	$100
Dependent Child (age 6 months to 26 years)	$2,000

Spouse Life Insurance will terminate when the Insured Employee retires.

Dependents Life Insurance may not exceed your insured amount of Life Insurance.

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AMOUNT OF INSURANCE

The amount of your insurance is determined by the Schedule of Insurance in the Policy. The initial amount of coverage is the amount which applies to your class on the day your coverage takes effect. You may become eligible for increases in the amount of insurance in accord with the Schedule of Insurance. Any such increase will take effect on the latest of:

(1) the Policy Anniversary Date which coincides with or follows the date on which you become eligible for the increase; provided you are Actively at Work on that day;
(2) the day you resume Active Work, if you are not Actively at Work on the day the increase would otherwise take effect; or
(3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the Policy Anniversary Date which coincides with or follows the day of the change, whether or not you are Actively at Work.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

(1) the EMPLOYER'S place of business; or
(2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

(1) a Saturday, Sunday or holiday which is not a scheduled workday;
(2) a paid vacation day, or other scheduled or unscheduled non-workday; or
(3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or DATE means at 12:01 A.M., Standard Time, at the Group Policyholder's place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

EMPLOYER means the Group Policyholder or the Participating Employer named on the Face Page.

FULL-TIME EMPLOYEE means an employee of the EMPLOYER:

(1) whose employment with the EMPLOYER is the employee's principal occupation;
(2) who is not a temporary or seasonal employee; and
(3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

INSURANCE MONTH means:

(1) that period of time beginning on the Issue Date of the Policy and extending for one month; and
(2) each subsequent month beginning on the same day after that.

PERSONAL INSURANCE means the insurance provided by the Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means the Group Insurance Policy issued by the Company to the Group Policyholder. A copy of the Policy may be examined upon request at the Group Insurance Service Office of the Group Policyholder.

RETIREE means a FORMER FULL-TIME EMPLOYEE of the EMPLOYER who is eligible for retirement benefits.

ELIGIBILITY

If you are a Full-Time Employee and a member of an employee class shown in the Schedule of Insurance; then you will become eligible for the coverage provided by the Policy on the later of:

(1) the Policy's date of issue; or
(2) the day you complete the Waiting Period.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATES OF COVERAGES

Your insurance is effective on the latest of:

(1) the first day of the Insurance Month coinciding with or next following the day you become eligible for the coverage;
(2) the day you resume Active Work, if you are not Actively at Work on the day you become eligible;
(3) the day you make written application for coverage; and sign:
    (a) a payroll deduction order, if you pay any part of the premium; or
    (b) an order to pay premiums from your Section 125 Plan account, if Employer contributions are paid through a Section 125 Plan; or
(4) the day the Company approves your coverage, if evidence of insurability is required.

Evidence of insurability is required if:

(1) you apply for coverage more than 31 days after you become eligible; or
(2) you make written application to re-enroll for coverage after you have requested:
    (a) to cancel your coverage;
    (b) to stop payroll deductions for the coverage; or
    (c) to stop premium payments from your Section 125 Plan account.

EXCEPTION. If your coverage terminates due to an approved leave of absence or a military leave, any Waiting Period or evidence of insurability requirement will be waived upon your return; provided:

(1) you return within six months after the leave begins;
(2) you apply or are enrolled within 31 days after resuming Active Work; and
(3) the reinstated amount of insurance does not exceed the amount which terminated.

TERMINATION OF COVERAGE

Your coverage terminates on the earliest of:

(1) the day the Policy terminates;
(2) the last day of the Insurance Month in which you request termination;
(3) the last day of the period for which the premium for your insurance has been paid;
(4) the day you cease to be a member of an employee class shown in the Schedule of Insurance;
(5) with respect to any particular insurance benefit, the day the part of the Policy providing that benefit terminates;
(6) the day your employment with the Employer terminates; unless you are eligible for Retirement Benefits; or
(7) the day you enter the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work terminates your eligibility. However, it may be possible to continue all or part of your insurance during a temporary lay off, leave of absence or military leave; or while you are unable to work due to sickness or injury. The conditions concerning such a continuance may be found in the Policy. See your Employer for this information.

DEATH BENEFIT

Upon receipt of satisfactory proof of your death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of your death. The benefit will be paid in accord with the Beneficiary section. Arrangements may be made to have this death benefit paid in installments.

BENEFICIARY

Your Beneficiary is the person or persons named on your enrollment card. The Beneficiary may be changed in accord with the terms of the Policy. If you have not named a Beneficiary, or if no named Beneficiary is living when you die; then the death benefit will be paid to your:

(1) surviving spouse; or, if none
(2) surviving child or children in equal shares; or, if none
(3) surviving parent or parents in equal shares; or, if none
(4) surviving brothers and sisters in equal shares; or, if none
(5) estate, or in accord with the Facility of Payment section of the Policy.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under the Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

(1) it is made on a form furnished by the Company;
(2) the original is completed and filed with the Company at its Group Insurance Service Office; and
(3) it is approved by the Company.

The Company and the Employer do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. You may make an irrevocable assignment of your Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing you have the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of your relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, your spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If you make an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. You should consult with your own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, you can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to you in the absence of the assignment under the Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon your death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of the Policy.

EXTENSION OF DEATH BENEFIT IF YOU BECOME TOTALLY DISABLED

Your life insurance will be continued, **without payment of premiums**, if:

(1) you become Totally Disabled while insured and before reaching age 60;
(2) you remain Totally Disabled for at least 6 months in a row; and
(3) you submit satisfactory proof within the 7th through 12th months of disability; or:
    (a) as soon as reasonably possible after that; but
    (b) not later than the 24th month of disability, unless you were legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until you are approved for this benefit, or the Policy terminates, if earlier. Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for your life insurance, from your 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means you:

(1) are unable, due to sickness or injury, to engage in any employment or occupation for which you are or become qualified by reason of education, training, or experience; and
(2) are not engaging in any gainful employment or occupation.

AMOUNT CONTINUED. The amount of Personal Life Insurance and any Dependent Life Insurance continued will be subject to the reductions and terminations in effect under the Policy on the day your Total Disability begins. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. From time to time, you must submit proof that your Total Disability is continuing. Proof will be at your expense; unless the Company requests to have you examined by a Physician of its choice. If you die after submitting proof, further proof must be submitted to the Company showing that you remained continuously and Totally Disabled until death. If you die within 12 months after Total Disability begins, but before submitting proof; then your death benefit will still be paid under the terms of the Policy. But the Company must first receive satisfactory proof of your continuous Total Disability, from your last day of Active Work until your date of death.

TERMINATION. Any life insurance continued under this section will terminate automatically on:

(1) the day you cease to be Totally Disabled;
(2) the day you fail to take a required medical examination;
(3) the 60th day after the Company mails a request for additional proof, if it is not given;
(4) the effective date of your individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
(5) the day you reach Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

If your Total Disability ends, and you **do not return** to a class eligible for Policy coverage; then you may exercise the Conversion Privilege. If your Total Disability ends, and you **do return** to an eligible class; then your Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided in the Policy.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of your Personal Life Insurance. It may be paid to you, in a lump sum, once during your lifetime.

To qualify, you must:
(1) have satisfied the Active Work requirement under the Policy;
(2) have been insured under the Policy for at least 12 months; and
(3) have at least $2,000 of Personal Life Insurance under the Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means you have a medical condition which is expected to result in death in 12 months or less, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, you (or your legal representative) must send the Company:
(1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
(2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4, and 5.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO YOU SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. You may elect to withdraw an Accelerated Death Benefit in any $1,000 increment; subject to:
(1) a minimum of $1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
(2) a maximum of $250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:
A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

(1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
(2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
(3) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless you qualify for waiver of premium under the Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under the Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. Your Death Benefit will be paid in accord with the Beneficiary section of the Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to you. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

(1) if any required premium is due and unpaid;
(2) on any conversion policy purchased in accord with the Conversion Privilege;
(3) without the written approval of the bankruptcy court, if you have filed for bankruptcy;
(4) without the written consent of the beneficiary, if you have named an irrevocable beneficiary;
(5) without the written consent of the assignee, if you have assigned your rights under the Policy;
(6) if any part of the Life Insurance must be paid to your child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
(7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
(8) if a government agency requires you or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
(9) if an Accelerated Death Benefit has been previously paid for the Claimant under the Policy.

CONVERSION PRIVILEGE

If your insurance or insurance on a Dependent terminates for any reason except:

(1) termination or amendment of the Policy; or
(2) your request for:
    (a) termination of insurance; or
    (b) cancellation of your payroll deduction,

an individual life policy, known as a conversion policy, may be purchased without evidence of insurability.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

The conversion policy will:

(1) be in an amount not to exceed the amount of life insurance which was terminated;
(2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
(3) be issued at the person's age at nearest birthday;
(4) be issued without disability or other supplemental benefits; and
(5) require premiums based on the class of risk to which the person then belongs.

A conversion policy also may be purchased if:

(1) all or part of your insurance or insurance on a Dependent terminates due to amendment or termination of the Policy; and
(2) the person applying for the conversion policy has been covered continuously under the Policy for at least 5 years.

The amount of the conversion policy may not exceed the lesser of:

(1) $10,000; or
(2) the amount of life insurance which terminates, less the amount of any group life insurance for which the person becomes eligible within 31 days after the termination.

The conversion policy will take effect on the later of:

(1) its date of issue; or
(2) 31 days after the date the insurance terminated.

If death occurs during the 31 day conversion period, the Company will pay the life insurance which could have been converted even if no one applied for the conversion policy.

When your insurance terminates, written notice of your right to convert will be given to you.

If written notice is not given to you at least 15 days before the end of the 31 day conversion period, an additional period in which to convert will be granted. Any such extension of the conversion period will expire on the earliest of:

(1) 15 days after you are given the written notice; or
(2) 60 days after the end of the 31 day conversion period, even if you are never given such notice.

No death benefit will be payable under the Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

DEATH BENEFIT. If your Dependent dies while insured under the Policy, the Company will pay the amount of Dependents Life Insurance in effect on the date of the death. This amount is shown in the Schedule of Insurance. The death benefit will be paid to you. If you are not living when your Dependent dies, the death benefit will be paid to your beneficiary or in accord with the Facility of Payment section of the Policy.

DEPENDENT. A Dependent means a person who meets the definition of your dependent under the provision of the U.S. Internal Revenue Code; and is your:

(1) spouse who is not legally separated from you;
(2) unmarried child at least 14 days but less than 26 years of age;
(3) unmarried child less than 26 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
(4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

A legally adopted child is considered your child from the date of placement in your home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes your stepchild or foster child; provided the child resides in your household and is dependent on you for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. You become eligible for Dependents Life Insurance on the later of:

(1) the date you become eligible for other coverages provided by the Policy;
(2) the effective date of this section; or
(3) the date you first acquire a Dependent.

EFFECTIVE DATE. Your Dependents Life Insurance will become effective on the later of:

(1) the date you become eligible for Dependents Life Insurance;
(2) the date you sign your payroll deduction order and apply for the coverage; or
(3) the date the Company approves any required evidence of insurability on all your Dependents.

If you acquire a new Dependent while insured for Dependents Life Insurance, his or her insurance will become effective on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date insurance would otherwise take effect, his or her insurance will become effective on the 10th day following final discharge from the hospital.

EVIDENCE OF INSURABILITY. Each of your Dependents must submit evidence of insurability to the Company, if you apply for Dependents Life Insurance:

(1) more than 31 days after the date you become eligible for Dependents Life Insurance;
(2) after requesting to terminate Dependents Life Insurance or cancelling the payroll deduction order; or
(3) after coverage has automatically terminated, due to failure to pay premium by the end of the grace period.

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. Your Dependents Life Insurance will cease for all your Dependents on the earliest of:

(1) the date your Personal Insurance terminates;
(2) the date Dependent Life Insurance is discontinued under the Policy;
(3) the date you cease to be in a class of employees eligible for Dependent Life Insurance;
(4) the date you request that the Dependent Life Insurance be terminated; or
(5) the last day of the period for which you have made any required contribution for the cost of the Dependents Life Insurance.

Dependents Life Insurance on a particular Dependent will cease on the earliest of:

(1) the date he or she ceases to be a Dependent as defined in the Policy;
(2) the date he or she becomes covered under the Policy as an Insured Person; or
(3) the date he or she enters the armed forces of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium).

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

BENEFIT. If you sustain an accidental bodily injury which directly causes one of the following Losses within 365 days of the date of that injury, the Company will pay the Benefit listed:

LOSS	BENEFIT
Loss of one hand by severance at or above the wrist	One-half the Principal Sum
Loss of one foot by severance at or above the ankle	One-half the Principal Sum
Irrecoverable loss of the sight in one eye	One-half the Principal Sum
Any combination of two or more of the losses listed above	Principal Sum
Loss of life	Principal Sum

The total benefit for all losses resulting from the same accident may not exceed the Principal Sum. The Principal Sum for your class is shown in the Schedule of Insurance.

Benefits for loss of life will be paid to your named Beneficiary. All other benefits will be paid to you.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

(1) intentional self-inflicted injury or self-destruction;
(2) bodily or mental disease, or treatment of these;
(3) your participation in a riot;
(4) duty as a member of any military, naval or air force;
(5) war or any act of war, declared or undeclared;
(6) your participation in the commission of a felony;
(7) use of drugs; except when prescribed by a Physician;
(8) voluntary inhalation of gas, including carbon monoxide;
(9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
(10) your driving a vehicle while having an alcohol concentration of .10 grams of alcohol or more per 100 milliliters of blood.

CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: The Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

(1) your name and address; and
(2) the number of the Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then you or your Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

(1) A certified copy of the death certificate, for proof of death.
(2) A copy of any police report, for proof of accidental death or dismemberment.
(3) A signed authorization for the Company to obtain more information.
(4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

(1) as soon as reasonably possible; and
(2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have you examined:

(1) by a Physician of the Company's choice;
(2) as often as reasonably required.

If you fail to cooperate with an examiner or fail to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under the Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

Interest on Late Claims. If an accidental death or dismemberment benefit payment is not sent by the 120th day after the Company receives the first proof of claim; then that overdue payment will accrue simple interest at the rate of 10% per year.

TO WHOM PAYABLE

Death. Any benefits payable for your death will be paid in accord with the Beneficiary, Facility of Payment and Settlement Options sections of the Policy. If the Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

(1) you, if you survive that Dependent; or
(2) your Beneficiary, or in accord with the Facility of Payment section; if you do not survive that Dependent.

Dismemberment. If the Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than your death benefit, will be paid to you.

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

(1) the reason for the denial, under the terms of the Policy and any internal guidelines;
(2) how the claimant may request a review of the Company's decision; and
(3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

(1) 90 days after receiving the first proof of a death or dismemberment claim; or
(2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

(1) by the 15th day after receiving the first proof of claim; and
(2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected. In any event, the Company must send written notice of its decision within:

(1) 180 days after receiving the first proof of a death or dismemberment claim; or
(2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

(1) 60 days after receiving a denial notice of a death or dismemberment claim; or
(2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

(1) any further appeal procedures available under the Policy;
(2) the right to access relevant claim information; and
(3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the claimant a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

(1) the special circumstances which require the delay;
(2) whether more information is needed to review the claim; and
(3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974**).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

(1) reduce future benefits until full reimbursement is made; and
(2) recover such overpayments from you, or from your Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought after the applicable statute of limitations expires. The statute runs from the date by which written proof of claim must be given.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that the Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

(1) manage the Policy and administer claims under it; and
(2) interpret the provisions and resolve questions arising under the Policy.

The Company's authority includes (but is not limited to) the right to:

(1) establish and enforce procedures for administering the Policy and claims under it;
(2) determine your eligibility for insurance and entitlement to benefits;
(3) determine what information the Company reasonably requires to make such decisions; and
(4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to your or your Beneficiary's rights to:

(1) request a state insurance department review; or
(2) bring legal action.

AMENDMENT TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO: 000010246382

ISSUED TO: Escambia County Board of County Commissioners

Your Certificate is amended by the addition of the following provisions.

PRIOR INSURANCE CREDIT UPON TRANSFER OF LIFE INSURANCE CARRIERS

This provision prevents loss of life insurance coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"**Prior Plan"** means a prior carrier's group life insurance policy, which the Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, the Policy will provide life coverage if you:

(1) were insured under the prior plan on its termination date;
(2) were otherwise eligible under the Policy; but were not Actively-At-Work due to Injury or Sickness on its Effective Date;
(3) are not entitled to any extension of life insurance under the prior plan; and
(4) are not Totally Disabled (as defined in the Extension of Death Benefit section of the Policy) on the date the Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until you satisfy the Policy's Active Work rule, the amount of your group life insurance under the Policy will not exceed the amount for which you were insured under the prior plan on its termination date.

This Amendment takes effect on your effective date of coverage under the Policy. In all other respects, your Certificate remains unchanged.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company

CERTIFICATE AMENDMENT

TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR
GROUP POLICY NO.: 000010246382
ISSUED TO: Escambia County Board of County Commissioners

The definition of DEPENDENT shown in the DEPENDENTS LIFE INSURANCE is amended to read:

DEPENDENT. A Dependent means a person who is your:
(1) spouse, who is not legally separated from you;
(2) child less than 26 years of age; or
(3) child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

The word "child" includes:
(1) your natural child, legally adopted child, or stepchild;
(2) a child placed with you for the purpose of adoption, from the date of placement; and
(3) a foster child for whom you have assumed full parental responsibility and control.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

This amendment takes effect on January 1, 2019, or on your effective date of coverage under the Policy, whichever is later. In all other respects, the Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company

Lincoln Financial Group®

Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

Information We May Collect And Use

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; or to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment and claims history.
- **Information from outside our family of companies**: If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer**: If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; to analyze in order to enhance our products and services; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your Rights Regarding Your Personal Information

Access: We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

Accuracy of Information: If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

Accounting of Disclosures: If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions;
- Included in a limited data set; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than six years from the date of your request.

Basis for Adverse Underwriting Decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

Questions about your personal information should be directed to:

Lincoln Financial Group
Attn: Enterprise Compliance and Ethics
Corporate Privacy Office, 7C-01
1300 S. Clinton St.
Fort Wayne, IN 46802

Please include all policy/contract/account numbers with your correspondence.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Group Trust Company, Inc.
Lincoln Investment Advisors Corporation
Lincoln Financial Distributors, Inc.
Lincoln Life & Annuity Company of New York
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18500 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/03/2020
Issue: OLF-8 Task 1 Update
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the OLF-8 Task 1 Update - Janice P. Gilley, County Administrator

That the Board receive the presentation from DPZ concerning the former Navy Outlying Landing Field Eight (OLF-8) Master plan update and discuss next steps.

BACKGROUND:
At the Committee of the Whole on May 14, 2020, DPZ conducted the kick-off presentation to the Board of County Commissioners for the master planning for the former Navy Outlying Landing Field Eight (OLF-8). Subsequently, the firm has performed an initial market and fiscal analysis, and has defined the Public Engagement Plan. The presentation will include timelines, charrette schedules and transportation considerations.

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

OLF-8 Task 1

Phase 1 Interim Presentation

to Board of County Commissioners

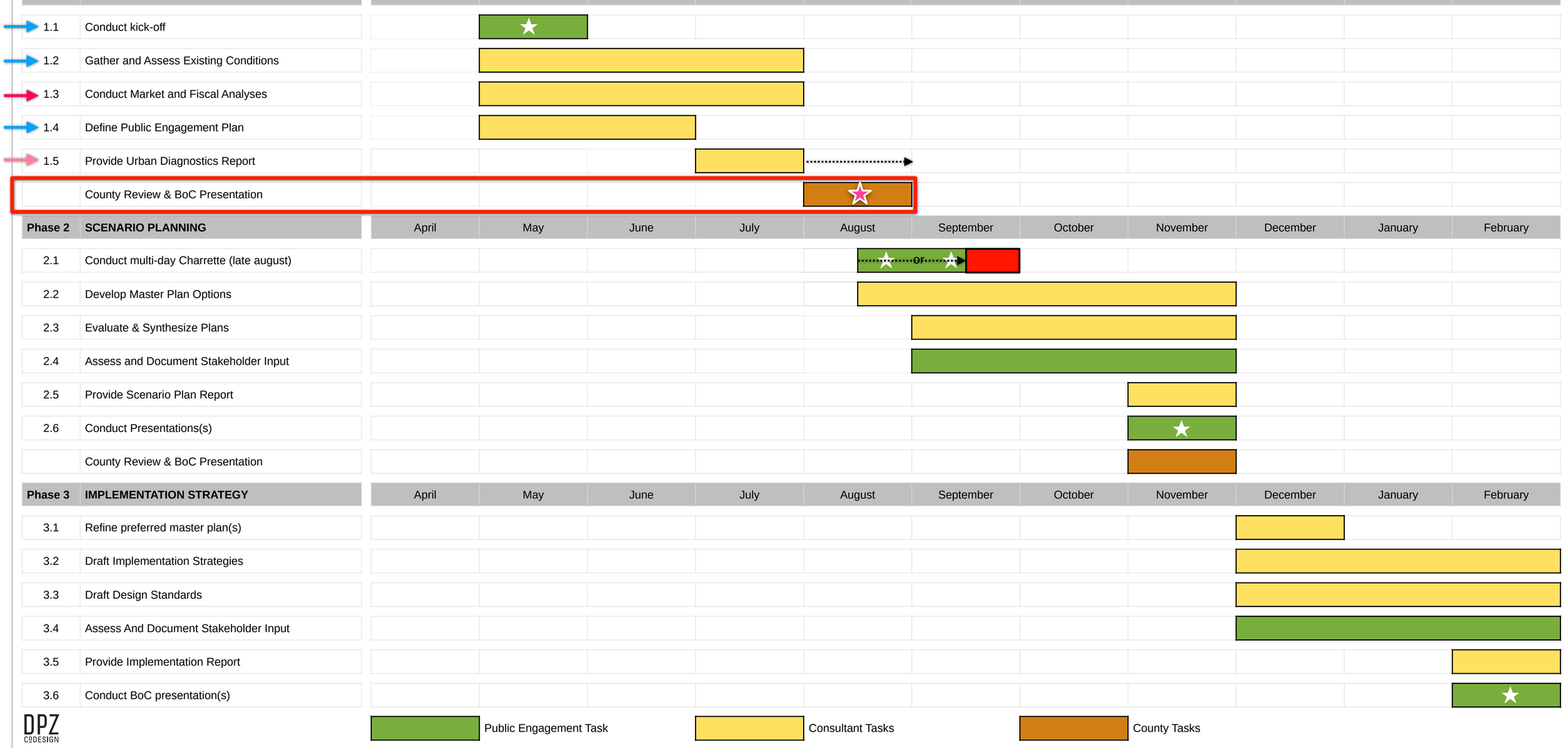
September 3, 2020

DPZ CoDESIGN

+

IMPACT CAMPAIGNS | WEITZMAN | URBAN 3 | NELSON / NYGAARD | GIT CONSULTING | SPECK & ASSOCIATES

OLF-8 Project Timeline (2020)



Note: If County review time exceeds allocated timeframe shown here, the schedule will adjust accordingly for the same amount of time exceeded by the County.

My OLF-8 Virtual Charrette Schedule

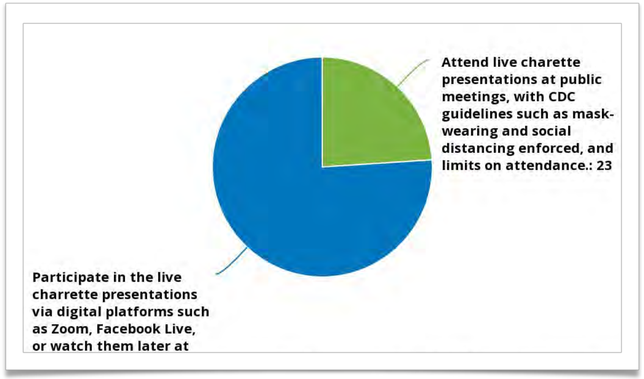
Week of: **September 21**

	9/21 MONDAY	9/22 TUESDAY	9/23 WEDNESDAY	9/24 THURSDAY	9/25 FRIDAY	9/26 SATURDAY	9/27 SUNDAY	9/28 MONDAY	9/29 TUESDAY	9/30 WEDNESDAY
8:00 AM	**Client & Team Charrette Kick-Off & Stage 1 Results** [8:00am - 10:00am]	**Team Briefing** [8:00am - 9:00am]	**Team Briefing** [8:00am - 9:00am]	Public Review and Response to Mid-Term Plans & Presentation				**Team Briefing** [8:00am - 9:00am]	**Team Briefing** [8:00am - 9:00am]	Production & Design
8:30 AM										
9:00 AM		Design	Design					**Team Download / Public Feedback**	Design (Live Sessions)	
9:30 AM										
10:00 AM	*break*									
10:30 AM	**Mtg1: Economics of Development** Participate | View Live	**Mtg3: Transportation & Infrastructure** Participate | View Live	**Mtg5: Land Use & Zoning** Participate | View Live							
11:00 AM								Design (Live Sessions)		
11:30 AM	Design	Design	Design							
12:00 PM	*lunch break*	*lunch break*	*lunch break*					*lunch break*	*lunch break*	*lunch break*
12:30 PM										
1:00 PM	**Mtg2: Marketability & Jobs** Participate | View Live	**Mtg4: Community Needs** Participate | View Live	Design					Design (Live Sessions)	Production & Design	Production & Design
1:30 PM										
2:00 PM	Design	Design (Live Sessions)								
2:30 PM										
3:00 PM										
3:30 PM										
4:00 PM										
4:30 PM										
5:00 PM										
5:30 PM	**Opening Presentation** [5:30pm - 7:00pm] Participate | View Live		**Mid-Term Presentation** [5:30pm - 7:00pm] Participate | View Live					**Internal Review** [5:30pm - 7:00pm]		**Final Presentation** [5:30pm - 7:00pm] Participate | View Live
6:00 PM										
6:30 PM										

Note: all times are central time

Virtual Charrette Format

- Survey indicates 75% initial preference for virtual
- Accommodations for remote viewing locations



DPZ CoDESIGN

OLF-8 MASTER PLAN

Home Learn Engage Connect

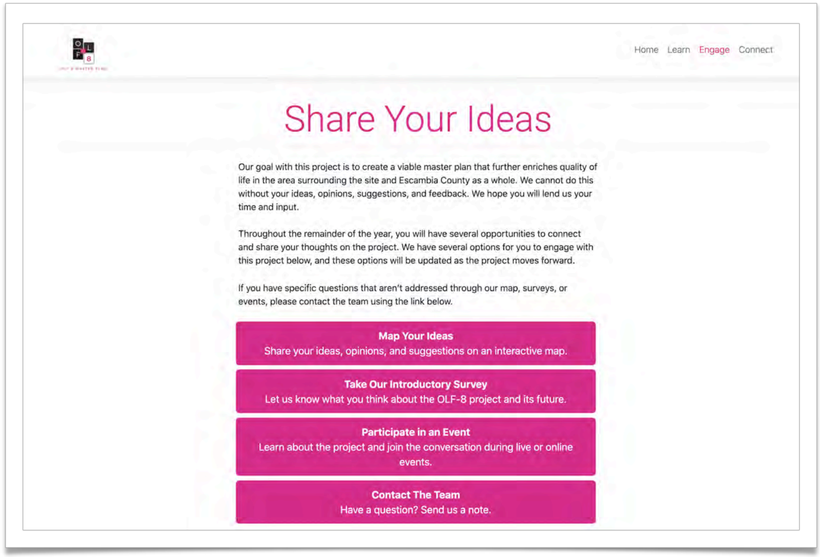
OLF-8 Master Plan

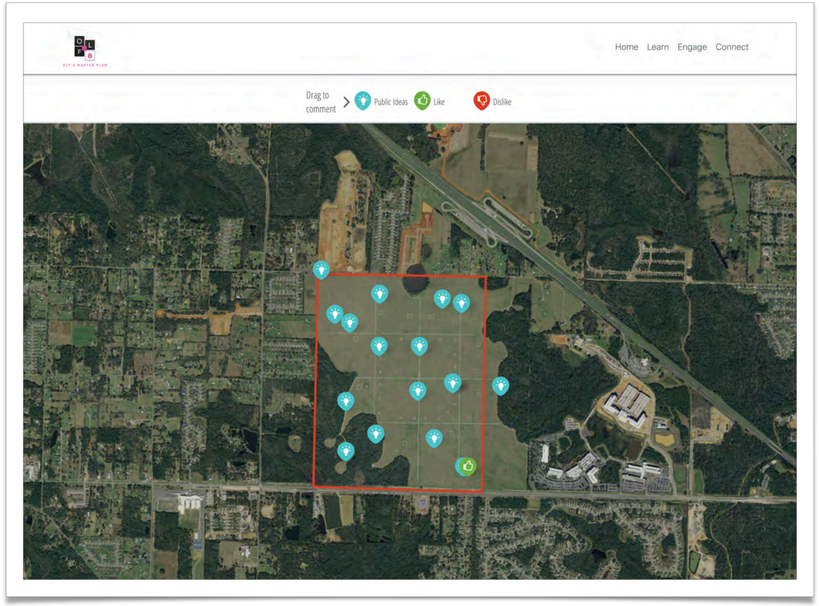
The OLF-8 Master Plan presents a bold opportunity to create a sustainable, prosperous, and productive future for the residents of the Beulah community and Escambia County as a whole.

Through technical and economic research, data analysis, a robust public engagement plan, and best practices in land development, the design of this 500-acre former helicopter training field will lead the way to a brighter future for the entire region.

MyOLF8.com

How You Can Participate





Project Website & Engagement Platform

DPZ CODESIGN

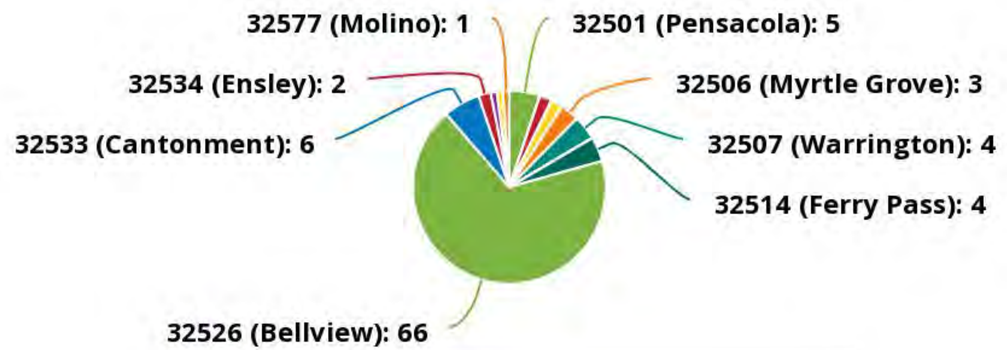
Project Launch

- MyOLF8.com (survey, interactive map), Facebook page
- Media outreach and press coverage
- Social media sharing and connecting

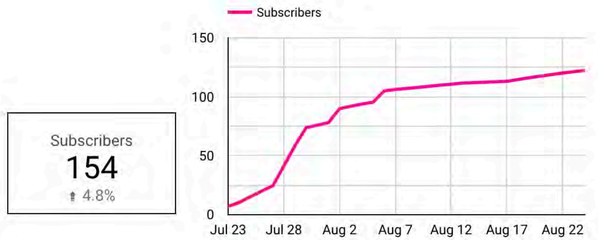
Up Next:

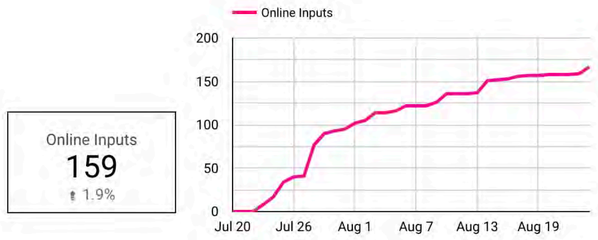
- Continued social media and email outreach
- Paid digital promotions (FB ads, etc.)
- Charrette preparation and planning

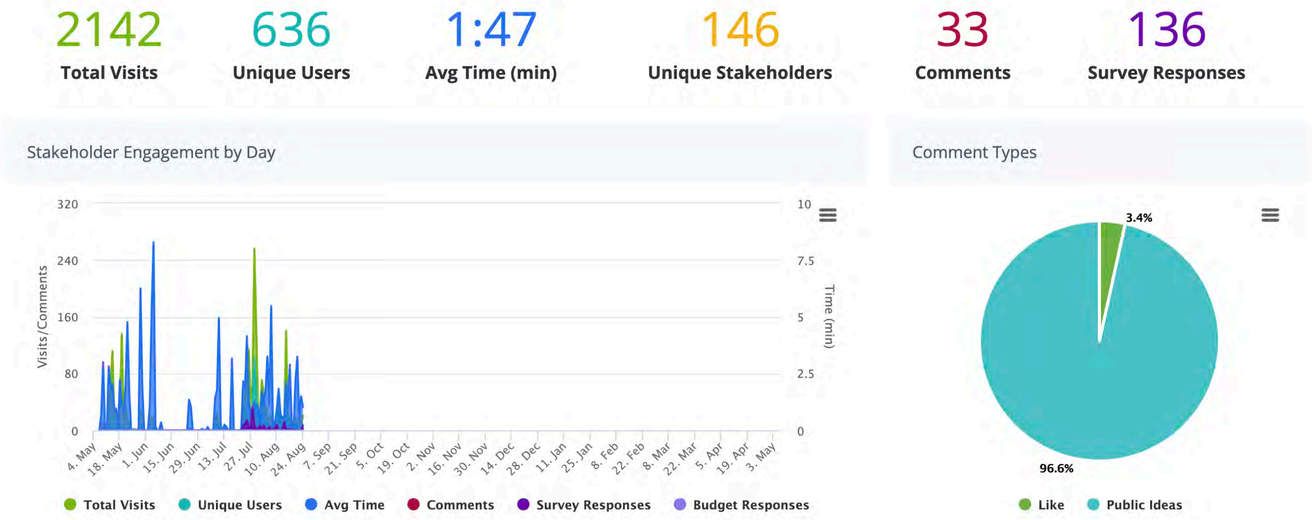
Where are residents located who are engaging in the process



Engagement Dashboard

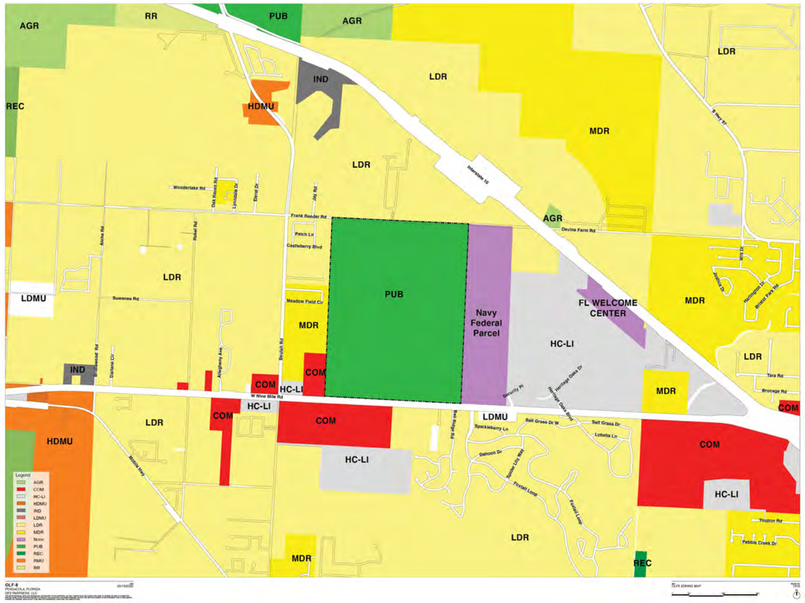




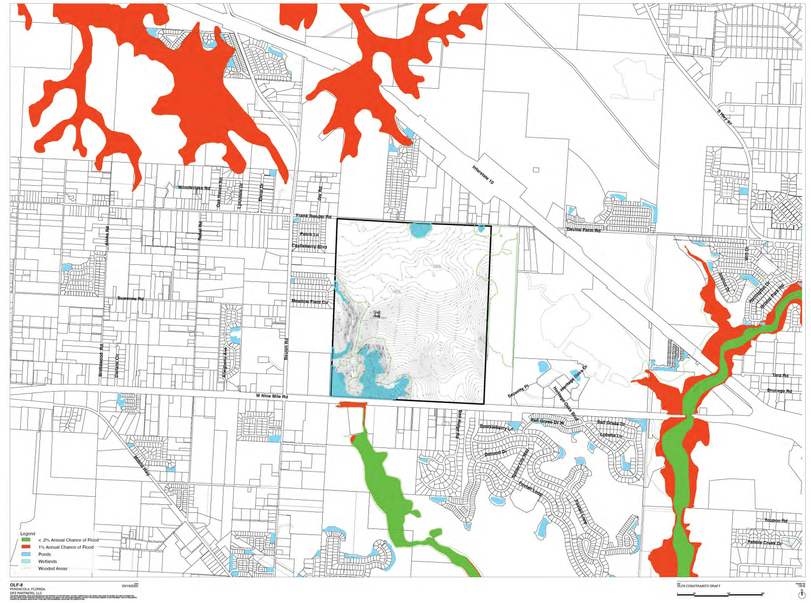


DPZ CODESIGN

Regional Context



Zoning



Site Constraints

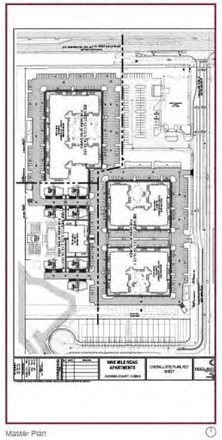
Base Mapping & Synthesis of Data

DPZ CODESIGN

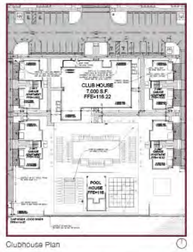
Surrounding Projects
Existing Conditions

West Nine Mile Apartments
Suburban Apartments

At the corner of Stefani & West Nine Mile is a proposal for suburban style apartment complex with a clubhouse and a drive-through located on the prominent corner. There is over 80,000 sf of apartments on 18.16 acres.



Master Plan



Clubhouse Plan

Summary	
Res Units	80,000 sf
Com SF	14,706 sf
Acres	18.16 ac
Amenities	Yes

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Surrounding Projects
Existing Conditions

Project 52
Retail, Office, and Apartment Development

Project 52 is a mixed-use development across West Nine Mile Road from the OLF-8 site. It has 48,000 sf of retail and 92,000 sf of office at the front of the development and a 738 unit apartment complex at the rear with a dog park and common green space. In addition, the apartments include a clubhouse and pool.

Master Plan

Zoning

Summary	
Res Units	738 units
Com SF	80,000 sf
Acres	~40 ac
Amenities	Yes

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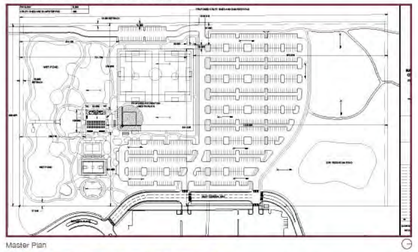
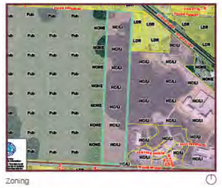
Surrounding Projects
Existing Conditions

Navy Federal Park
Public Recreational Park

Located directly next to the OLF-8 site, the new Navy Federal Park features walking paths, ponds, a basketball court, pavilion, and a multi-use field. It includes a 777 space parking lot.


Master Plan


Zoning

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Surrounding Projects
Existing Conditions

Antietam Subdivision
Suburban Single-Family Subdivision

Antietam is proposed to be a 198 single-family unit subdivision located along Tower Ridge Road 2 miles to the West of the OLF-8 site. The plan features common open space and a pool / clubhouse on 78.8 acres.

Master Plan

Clubhouse Plan

Summary	
Res Units	738 units
Com SF	80,000 sf
Acres	~40 ac
Amenities	Yes

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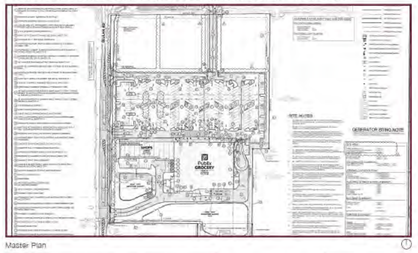
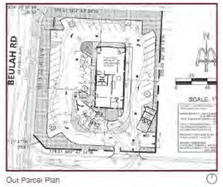
Surrounding Projects
Existing Conditions

West Nine Mile Apartments
Strip Commercial Center

This commercial development at the prominent corner of Beulah Road and West Nine Mile Road is an approved McDonalds, Publix Grocery, and two other pad sites along with a strip center totalling over 62,000 sf.


Master Plan



Out Parcel Plan

Summary	
Res Units	N/A
Com SF	62,000 sf
Acres	~28 ac
Amenities	None

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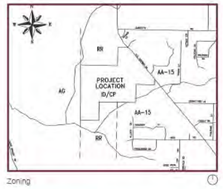
Surrounding Projects
Existing Conditions

Central Commerce Park
Light Industrial Park

Central Commerce Park is 345 acre commerce park comprised of 48 commercial lots. It is located 7 miles north of the OLF-8 site. As of 2019 there are 4 lots occupied.

Master Plan



Zoning

Summary	
Res Units	N/A
Com SF	TBD
Acres	345 ac
Amenities	None

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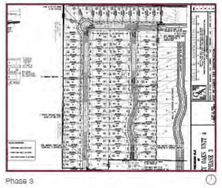
Surrounding Projects
Existing Conditions

Bentley Oaks Subdivision
Suburban Single-Family Subdivision

Bentley Oaks Phase 8 is the planned addition to Bentley Oaks containing 61 lots on 16.8 acres located northeast of the OLF-8 site near the intersection of County Road 297A and W Kingsfield Road.

Master Plan


Phase 8

Summary	
Res Units	82 units
Com SF	N/A
Acres	16.8 ac
Amenities	Limited

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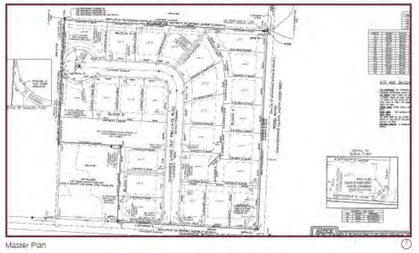
Surrounding Projects
Existing Conditions

Beulah Garden Estates
Suburban Single-Family Subdivision

Beulah Garden Estates is a small cul-de-sac of front-loaded single family homes located one miles west of the OLF-8 site. It sits on 8.4 acres with 26 homes each on their own septic system.


Master Plan

Zoning

Summary	
Res Units	26 units
Com SF	N/A
Acres	8.4 ac
Amenities	None

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Summary of Surrounding Projects

DPZ CODESIGN

Information & data collection

- Collected existing plans for projects in the vicinity of OLF-8 and the region
- Collected existing traffic data (FDOT count data)
- Performed new traffic counts (July 2020)

Summarized existing plans & conditions

- Reviewed existing plans in the vicinity of OLF-8 and the region

Assessed the existing & proposed transportation networks

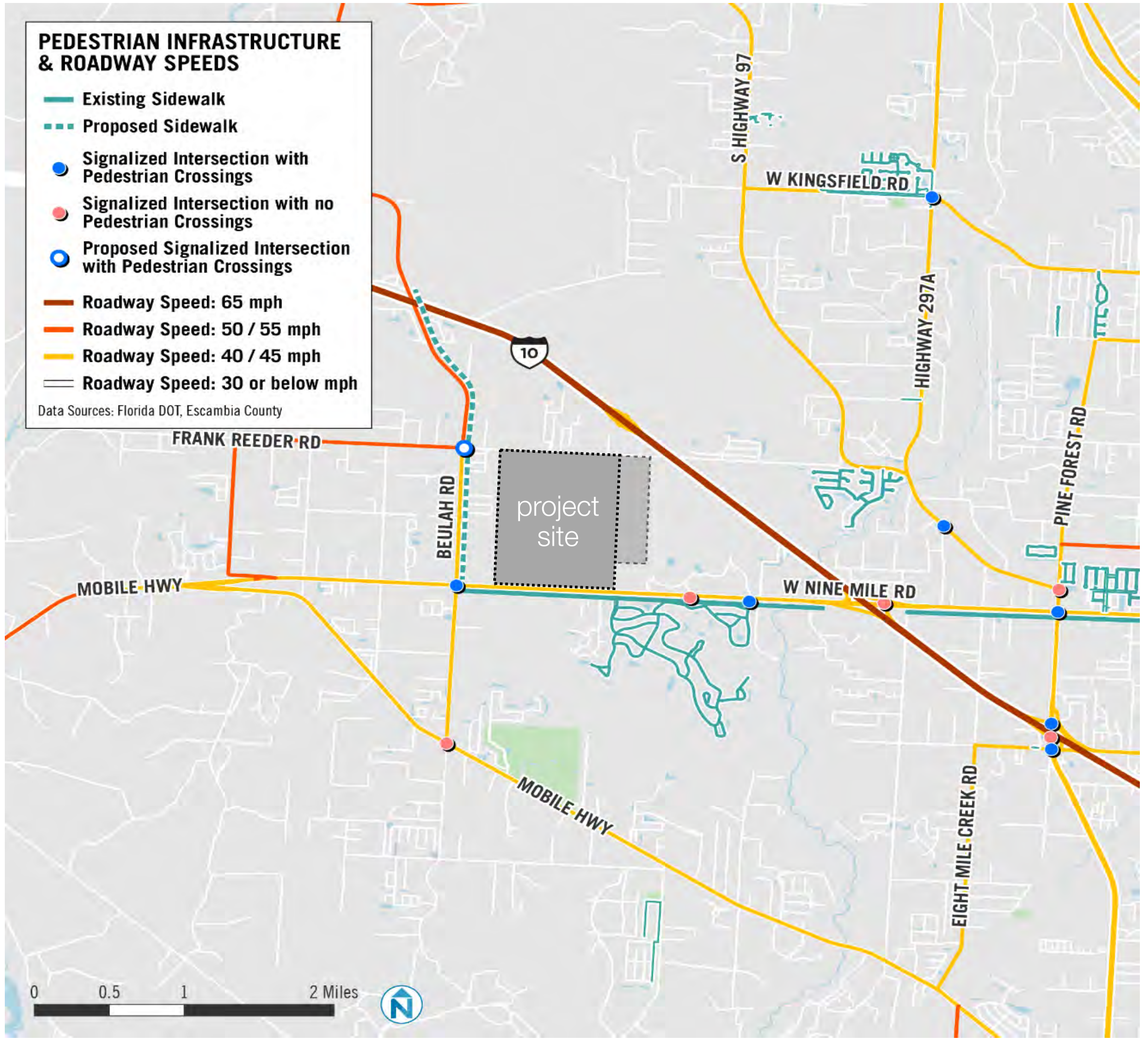
- Assessed the conditions and character of existing networks
- Traffic analysis at key intersections

Prepared a transportation network memo

- Summarizing findings & analysis

Transportation Conditions & Networks

- **Vehicle Access**
  - 9-mille Rd/Beulah Rd/Frank Reeder Rd could provide access to the site, but there is no direct access to I-10
  - Access to I-10 and the extension of Frank Reeder Rd east of I-10 could improve vehicular access
- **Pedestrian & Bike Networks**
  - 9-mile Rd multi-use path and new signalized pedestrian crossings improve connectivity with ped/bike networks.
- **Transit Services**
  - There is no public transit service to the site



Transportation Plans & Developments

Under Construction

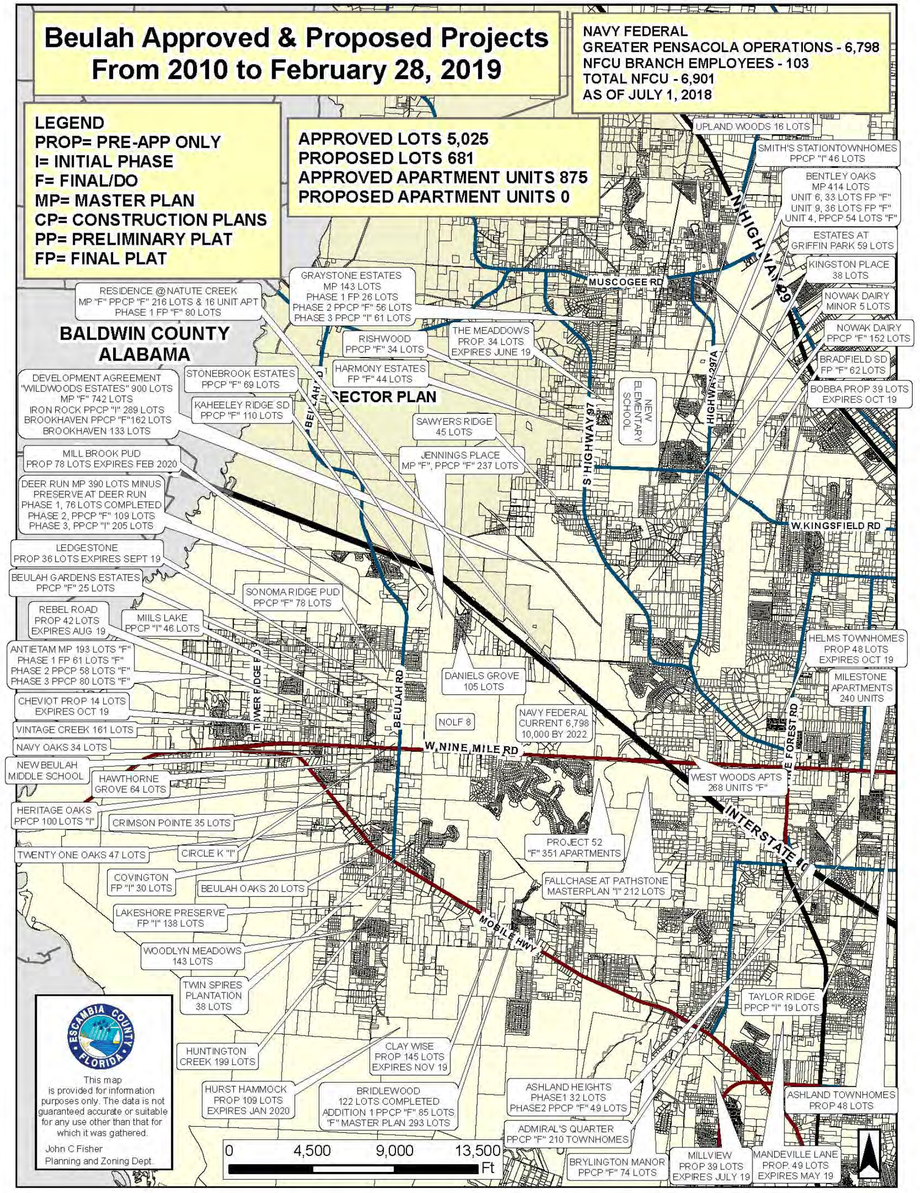
- 9 Mile Road widening to 4 lanes between Pine Forest Road and Beulah Road.

Planned

- Beulah Road to be widened to 4 lanes between 9-mile road and I-10 and extended from there northward.
- Frank Reeder road to be widened to 2 lanes.
- Kingsfield road may be extended west from Hwy 97 to Beulah Road.

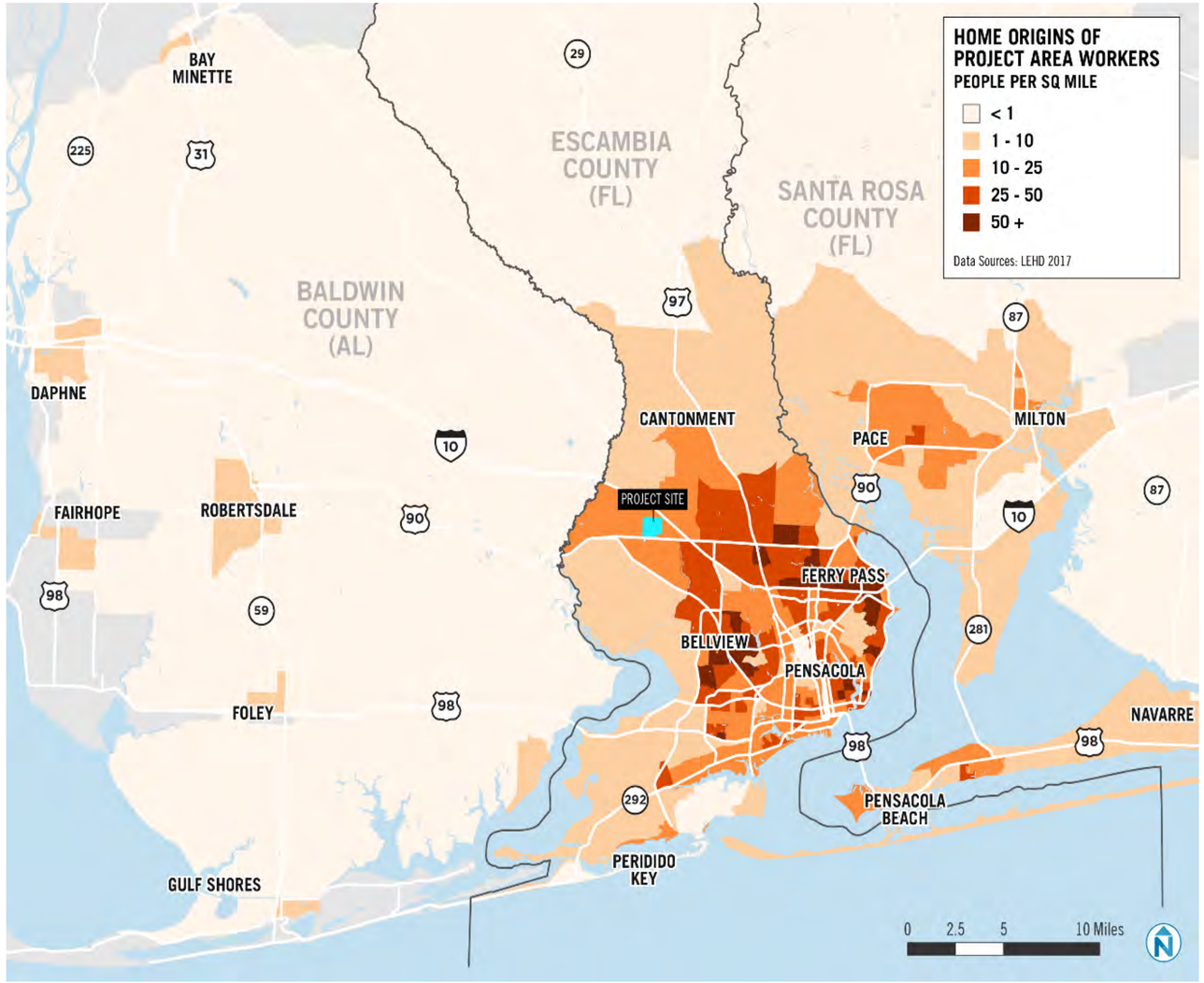
Approved Land Developments

- 2000 residential units planned near the OLF-8 site
- Commercial development planned for the 9 Mile Road/Beulah Road intersection.



Travel Patterns

- People who work in the OLF-8 project area live across the Pensacola area – very few commute from outside Escambia or Santa Rosa counties
- People who live in the OLF-8 project area primarily work in the area

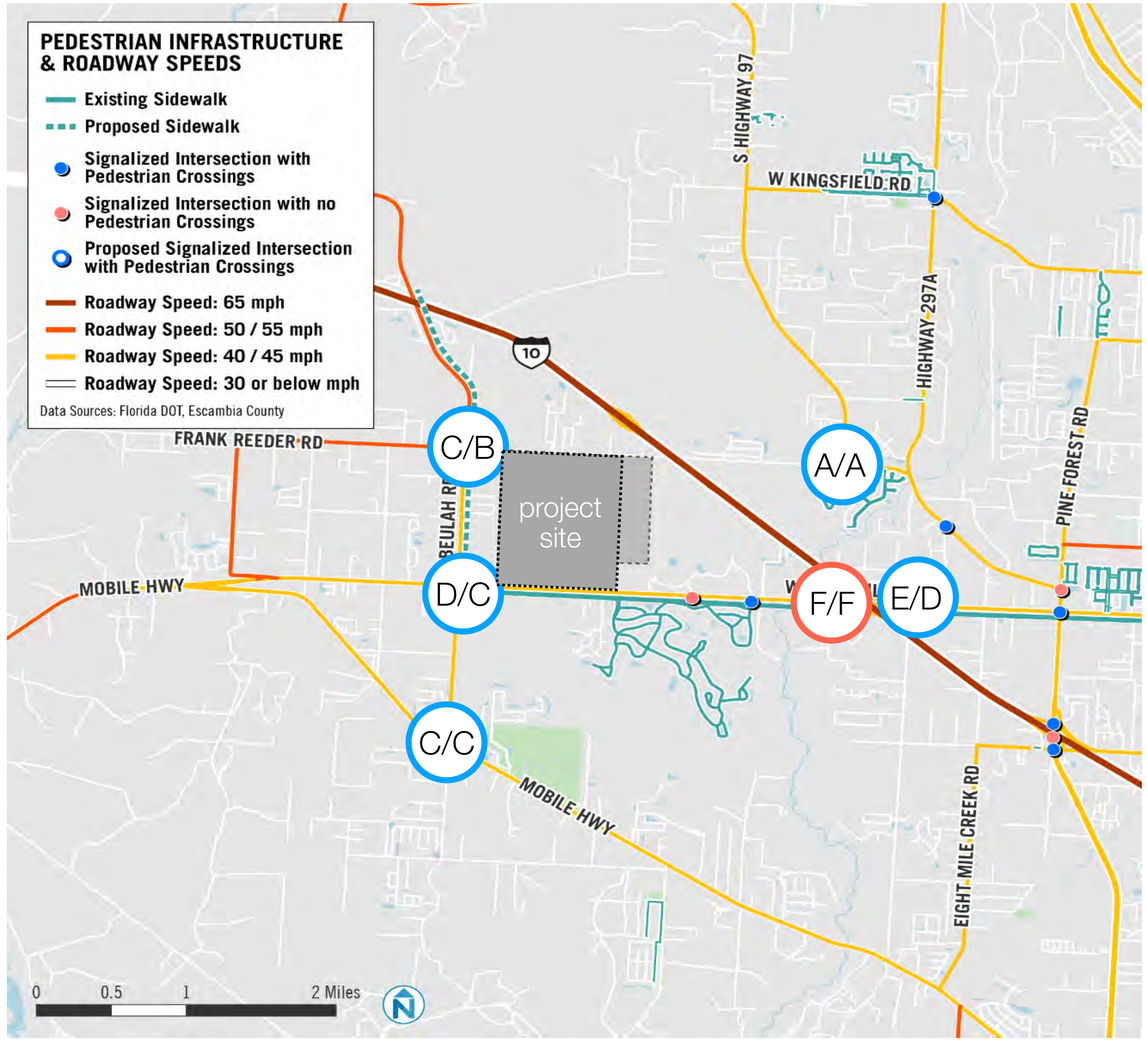


Data collection at 5 intersections near the site during 8 (peak) hours. Data used to calculate average 2020 volumes based on historic data and seasonal FDOT approved factors.

Findings:

- Most intersections operate at acceptable level of service (LOS)
- I-10 EB ramps (stop-controlled) experience significant delay for SB left turns (AM

Intersection	Intersection Control	Level of Service (AM/PM)	Delay(s) (AM/PM)
Beulah Rd @ Frank Reeder Rd	SSSC	C / B	22.3 / 14.3
Beulah Rd @ W Nine Mile Rd	Signalized	D / C	46.5 / 23.2
I-10 EB Ramps @ W Nine Mile Rd	SSSC	F / F	384.3 / 219.0
I-10 WB Ramp @ W Nine Mile Rd	Signalized	E / D	79.2 / 48.3
Beulah Rd @ Mobile Hwy	Signalized	C / C	31.8 / 29.3
Witt Dr @ Devine Farm Rd	SSSC	A / A	8.8 / 8.9



Access to the site is limited by:

- Vehicular network connectivity
- Poor bicycle/pedestrian infrastructure
- No transit service

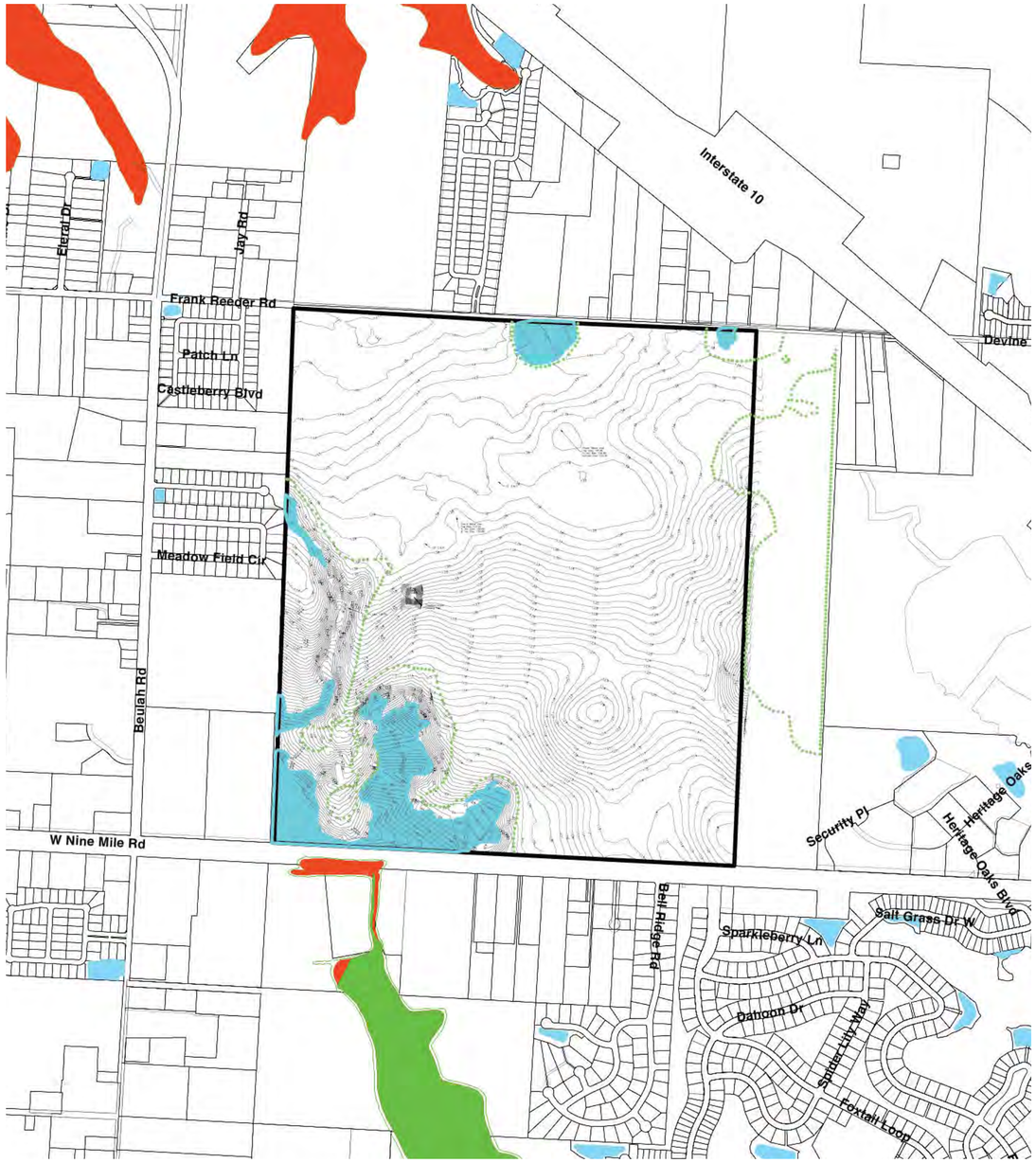
Significant development around OLF-8:

- Road expansion
- Land development

LOS is generally acceptable:

- Exception: I-10 ramp

Resource Area	Limitations Anticipated	Additional Notes
Air Quality	No	
Water Resources	Yes	17.08 Jurisdictional Weltands Delineated on site, Requirements: No impacts or mitigation measures with USACE, Discharging into Eleven Mile Creek Drainage Basin, with TMDL requirements for coliforms, Site will not generate pollutant discharges
Geological Resources	No	Topography, Geology and Soils, no impacts expected, however minor modifications of topography expected
Cultural Resources	No	Archaeological, Architecrual resources and traditional communities not identified
Biological Resources	No	Threatened, endangered, and other special status species, including vegetation, terrestrial wildlife, out of 17 potential species only Gopher Tortoise was observed, however wooded areas have potential for several other species, including birds
Land Use	No	Situated in a rapidly growing region of Escambia County between residential and commercial zones (southwest), commercial (east)
Noise	No	Nearest sensitive land use is residential houses which are located within the residential subdivisions known as Brunson Meadows and Blackberry Ridge
Infrastructure	No	Potable water for NOLF Site 8 is municipally supplied, no on-site potable water wells are located on or utilized by the property Wastewater generated at NOLF Site 8 is managed on-site via a sanitary septic system connected to existing buildings plumbing systems Surface water runof infiltrates or is discharged eventually to Eleven Milke Creek, no NPDES Permits Solid waste managed by ECUA
Transportation	No	Access roads will be required to connect to W Nine Mile Road with approximate count of total 3,000 peak hourly traffic, FDOT requires a site plan and application , most likely 3 access points, potentially one signaled
Hazardous Materials and Wastes	No	Regulations governing the handling and storage of petroleum products NOLF Site 8 property contains buildings that have the potential to contain asbestos and lead paint to be tested by Escambia County



Activities

- Compiled a geodatabase and CAD data of relevant spatial Civil and Environmental Engineering Information, including topography, survey, soils, wetlands and adjacent urban infrastructure
- Investigated sensitive areas and environmental limitations including wetlands within the area, endangered species: gopher tortoise, contamination
- Reviewed documents including Escambia County's Municipal Code, LID, Site Environmental Assessment Reports to determine best available green engineering stormwater

URBAN3

Escambia County Tax System

Property tax basics, and policy distortions.

Florida Property Taxes

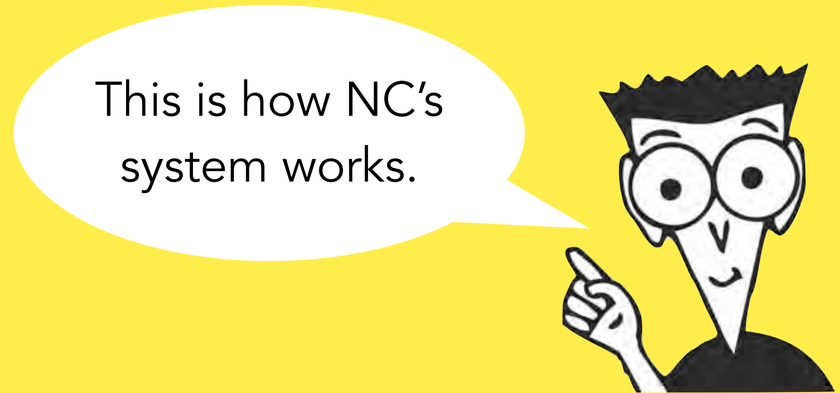
FOR

DUMMIES

A Reference for North Carolinians!

NC Property Taxes FOR DUMMIES

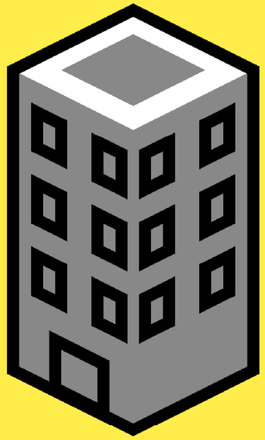
	Taxable Value %			Tax Rate %	
Market Value	X	=	Taxable Value	X	= **Tax Bill**



URBAN3

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



Commercial**
or Non-Primary
Residential

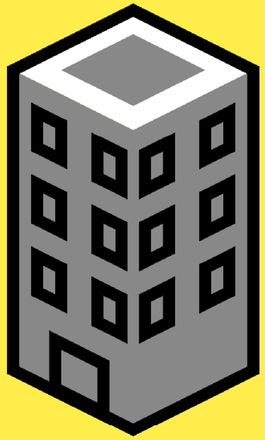
Residential
(Primary)

** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



Commercial**
or Non-Primary
Residential

County Mill Rate

7.661

Residential
(Primary)

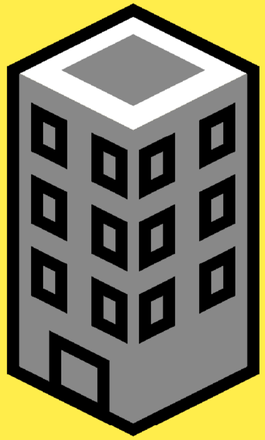
7.661

** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



Commercial**
or Non-Primary
Residential

Exemptions

0%

Residential
(Primary)

Homestead exemptions off the top.

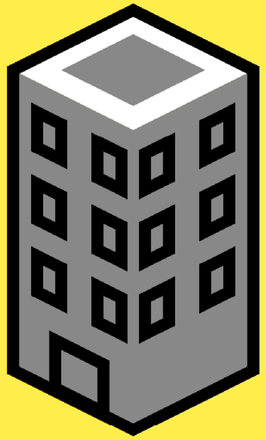
-$25,000

** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



Commercial**
or Non-Primary
Residential

Exemptions

0%

Residential
(Primary)

Plus a second exemption!

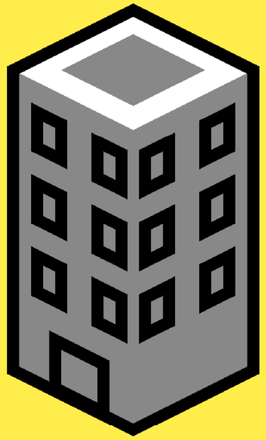
-$25,000

** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Actual (Market) Value = $100k



Commercial**
or Non-Primary
Residential

Taxable Value

$100,000

Residential
(Primary)

A total exemption of 50% of value!

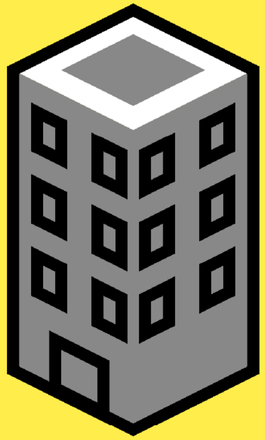
$50,000

** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



Commercial**
or Non-Primary
Residential

Taxable Value

$100,000

Residential
(Primary)

If you're a senior, you get an additional $25k!

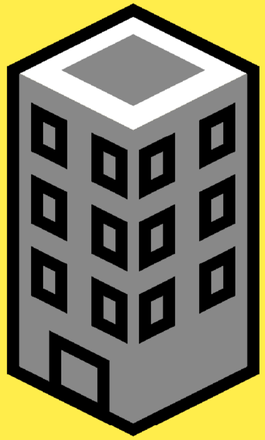
$25,000

** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



Commercial**
or Non-Primary
Residential

County Property Tax

$766

Residential
(Primary)

Commercial pays 200%
that of residential!

$383

** Apartments too!

URBAN3

Florida Property Taxes

FOR

DUMMIES

Assessed Value = $100k

City Property Tax

Commercial or Non-Primary Residential

$1,270

Residential (Primary)

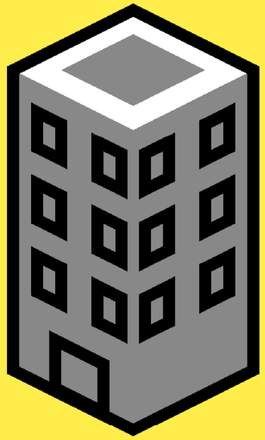
$635

Commercial pays 200% that of residential!

But wait! There's more!

Florida Property Taxes FOR DUMMIES

Assessed Value = $100k



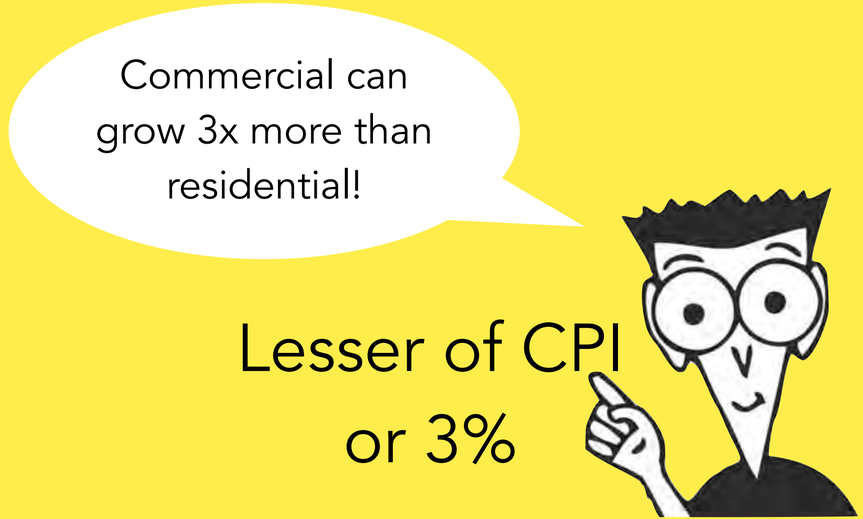
Commercial**
or Non-Primary
Residential

Annual increase value cap

10%

Residential
(Primary)

Lesser of CPI
or 3%



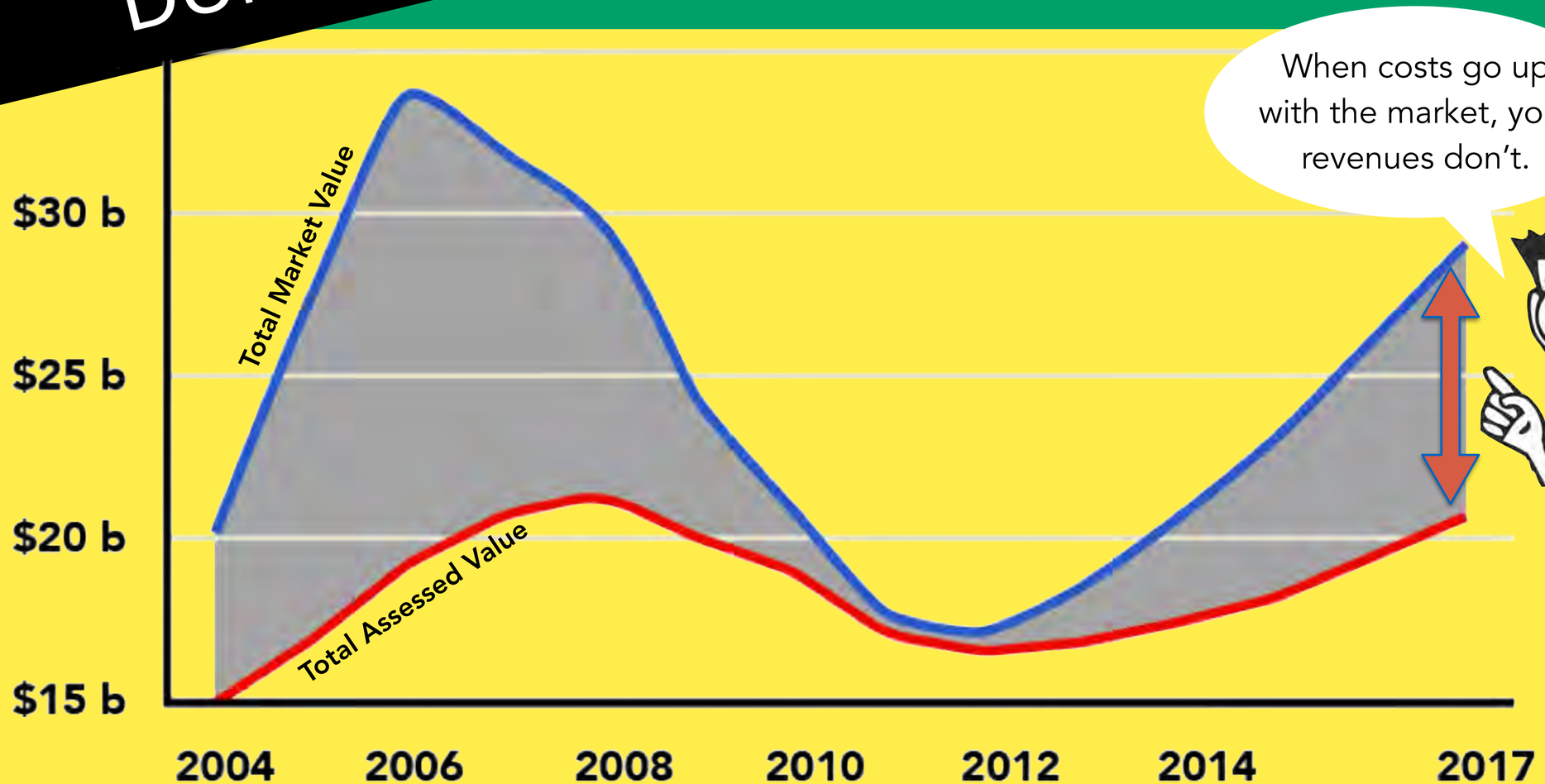
** Apartments too!

URBAN3

Florida Property Taxes FOR DUMMIES

Save Our Homes Amendment

Brevard County

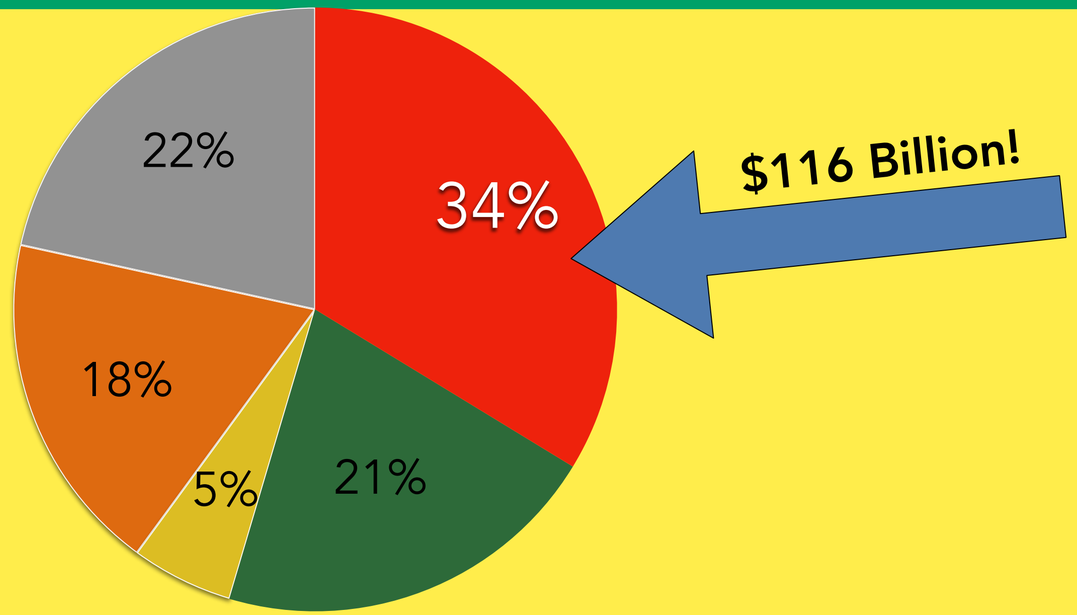


Source: Brevard County Assessors Office

URBAN3

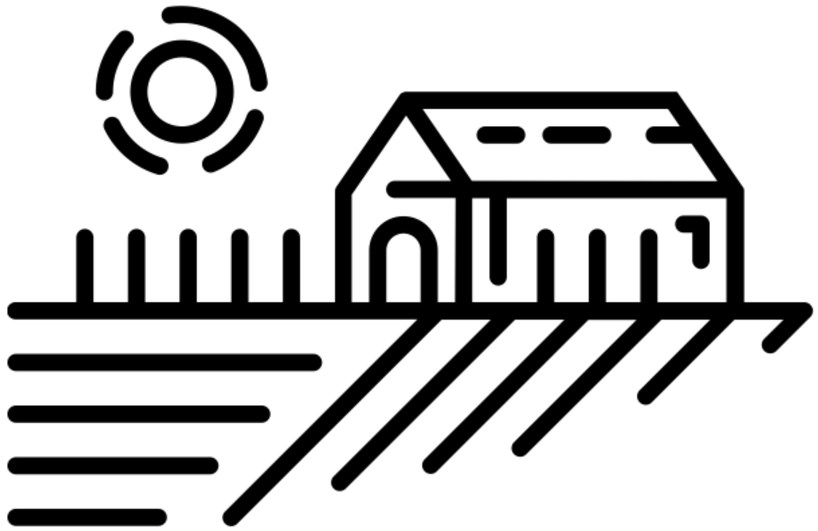
Florida Property Taxes FOR DUMMIES

Escambia Budget Sources



URBAN3

URBAN3



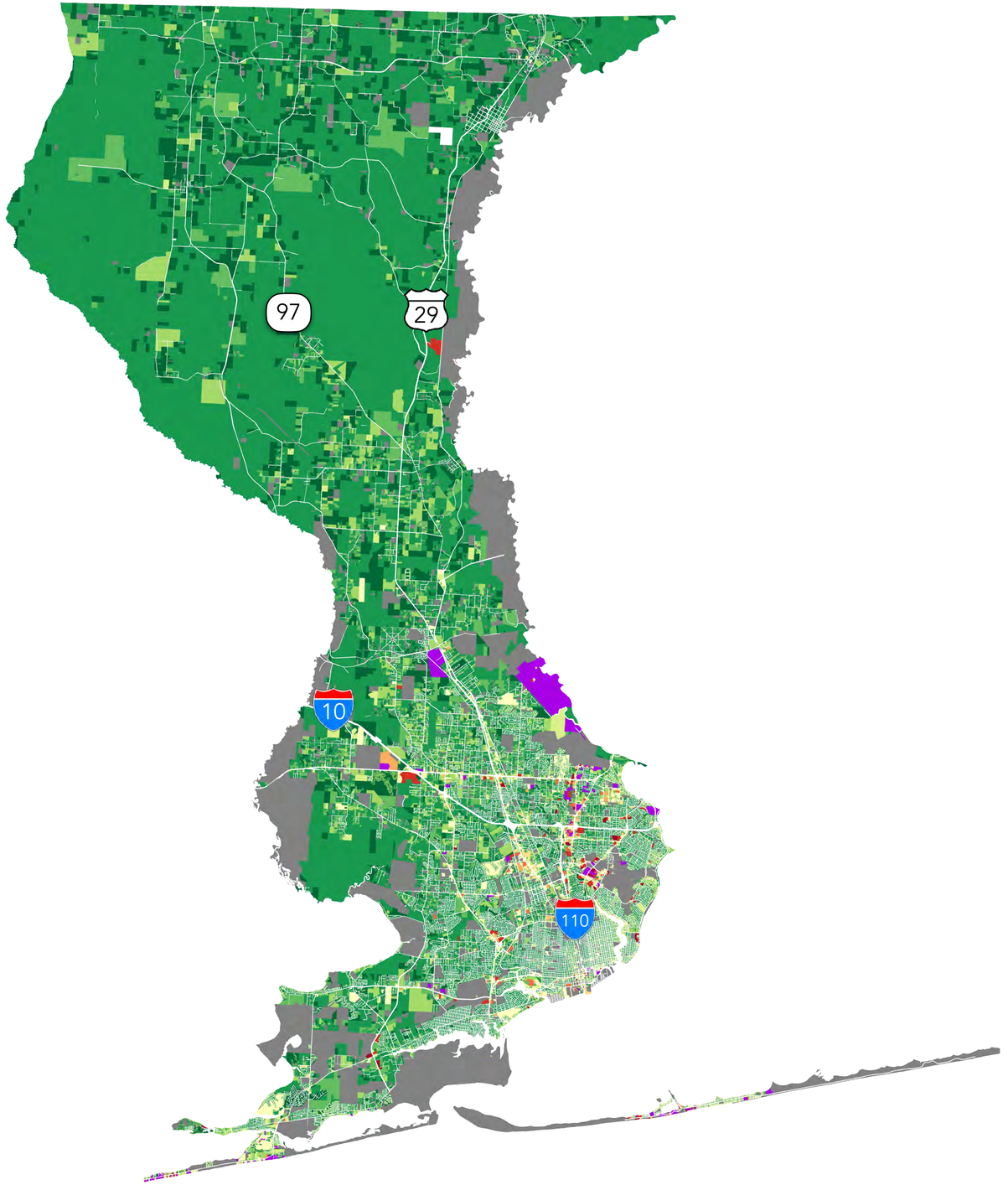
Land Analytics and Productivity

Standard Geospatial Analysis.

URBAN3

Total Taxable Value

Escambia County, FL



N

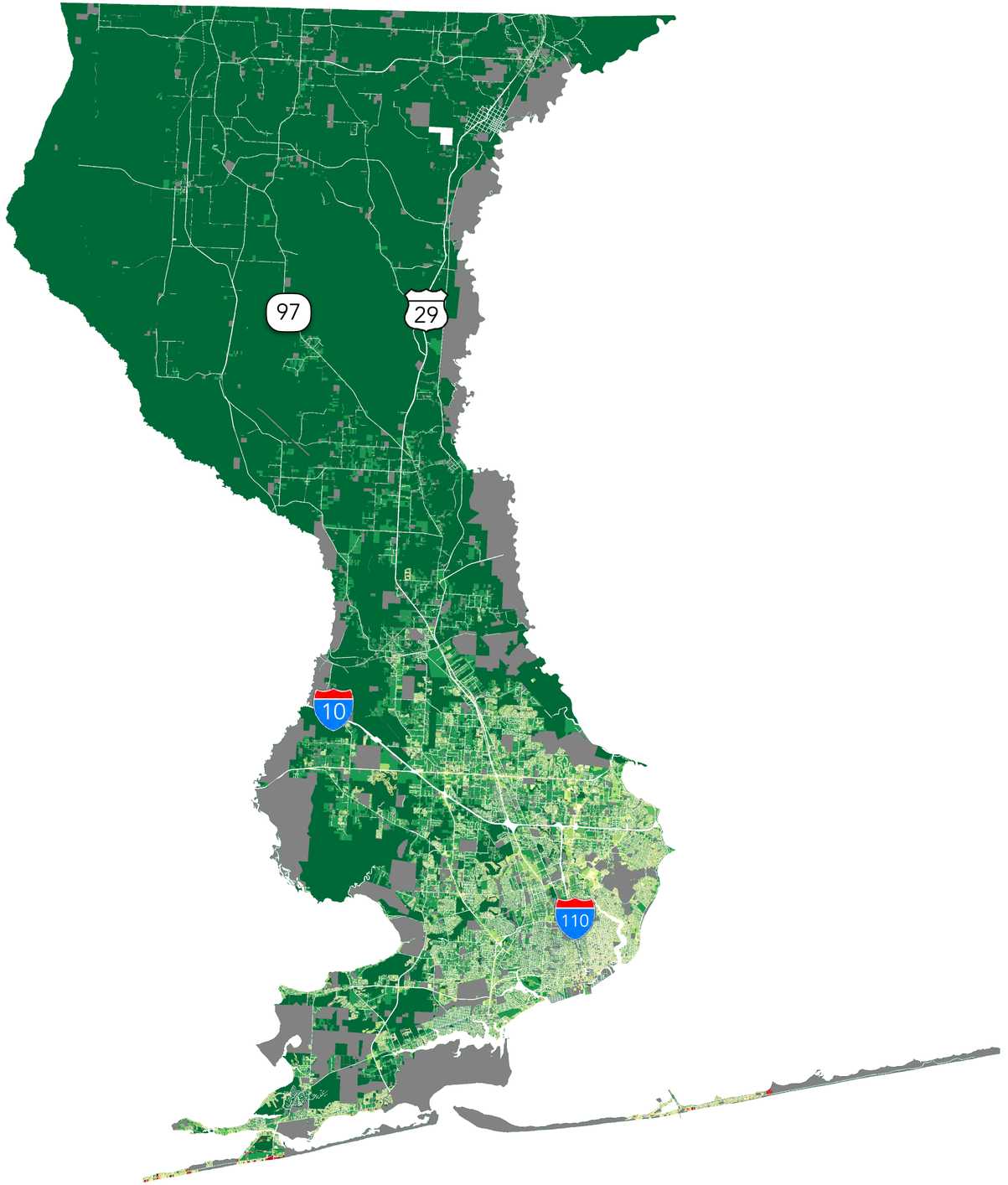
Total Taxable Value ($)

- 0
- < 10,000
- 10,001 - 100,000
- 100,001 - 200,000
- 200,001 - 600,000
- 600,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 4,500,000
- 4,500,001 - 6,000,000
- 6,000,001 - 8,500,000
- 8,500,001 - 12,500,000
- > 12,500,001

URBAN3

Value Per Acre

Escambia County, FL



N

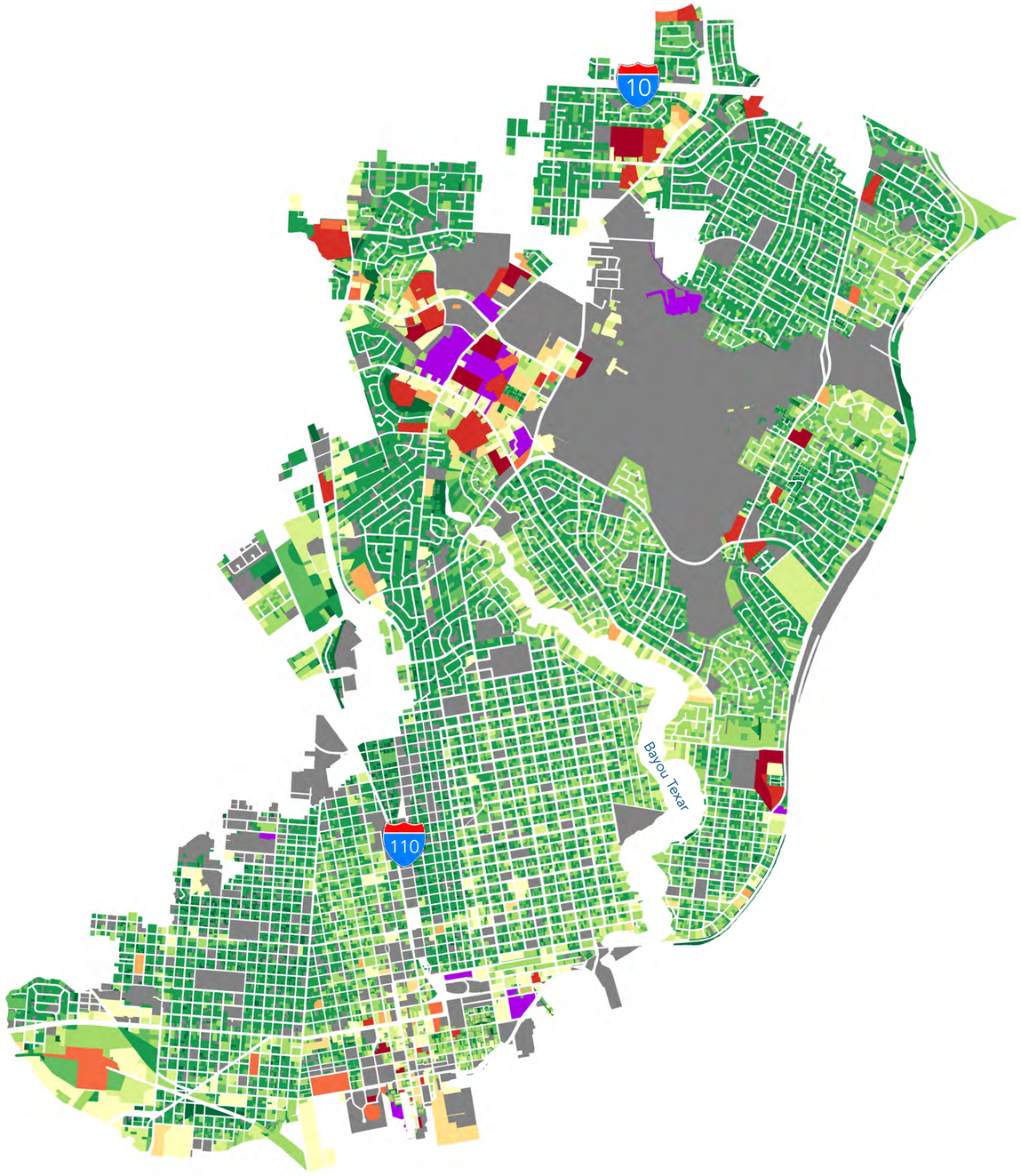
Taxable Value per Acre ($)

- 0
- < 10,000
- 10,001 - 100,000
- 100,001 - 200,000
- 200,001 - 600,000
- 600,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 4,500,000
- 4,500,001 - 6,000,000
- 6,000,001 - 8,500,000
- 8,500,001 - 12,500,000
- > 12,500,001

URBAN3

Total Taxable Value

Pensacola, FL



N

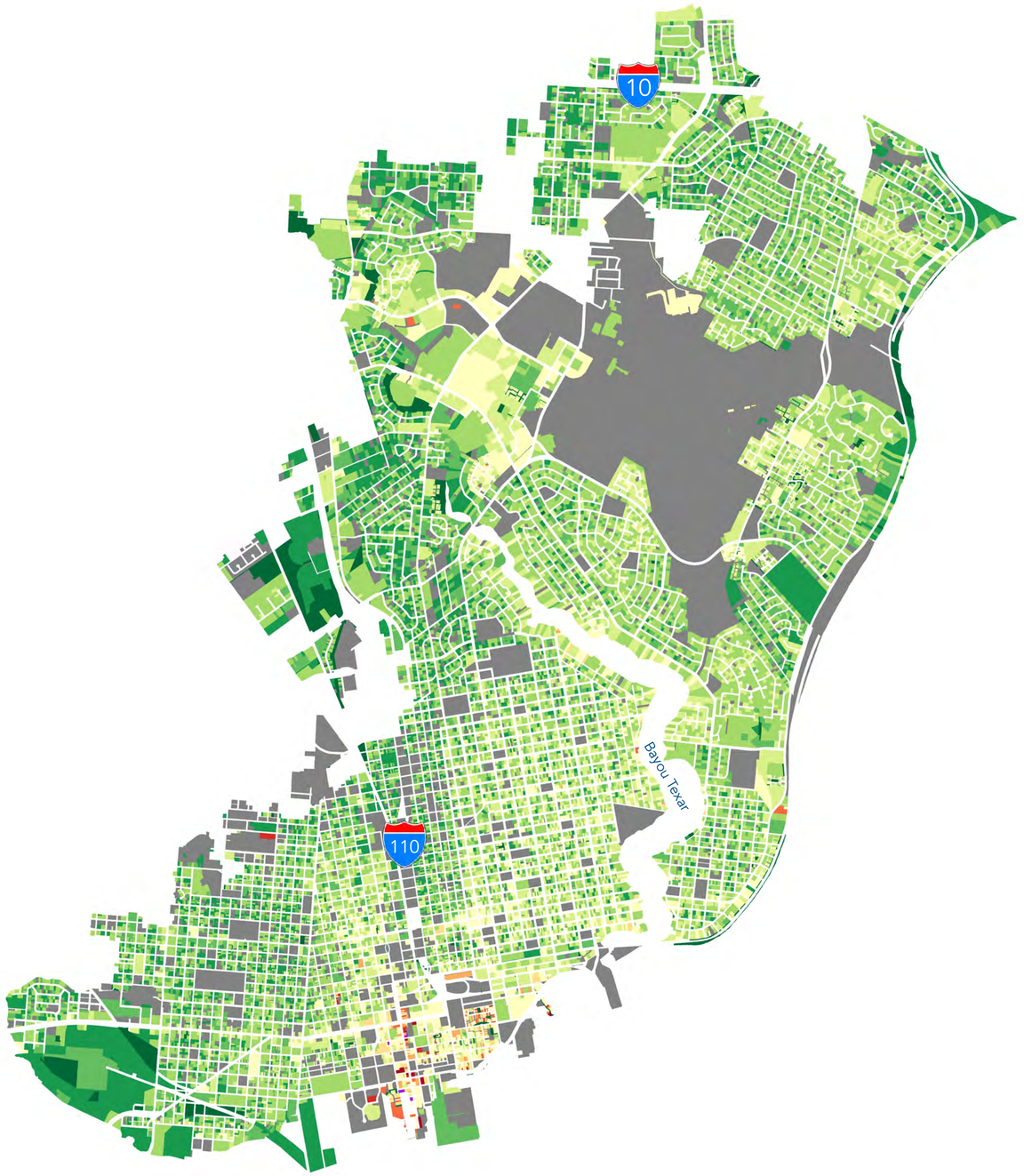
Total Taxable Value ($)

- 0
- < 10,000
- 10,001 - 100,000
- 100,001 - 200,000
- 200,001 - 600,000
- 600,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 4,500,000
- 4,500,001 - 6,000,000
- 6,000,001 - 8,500,000
- 8,500,001 - 12,500,000
- > 12,500,001

URBAN3

Value Per Acre

Pensacola, FL



N

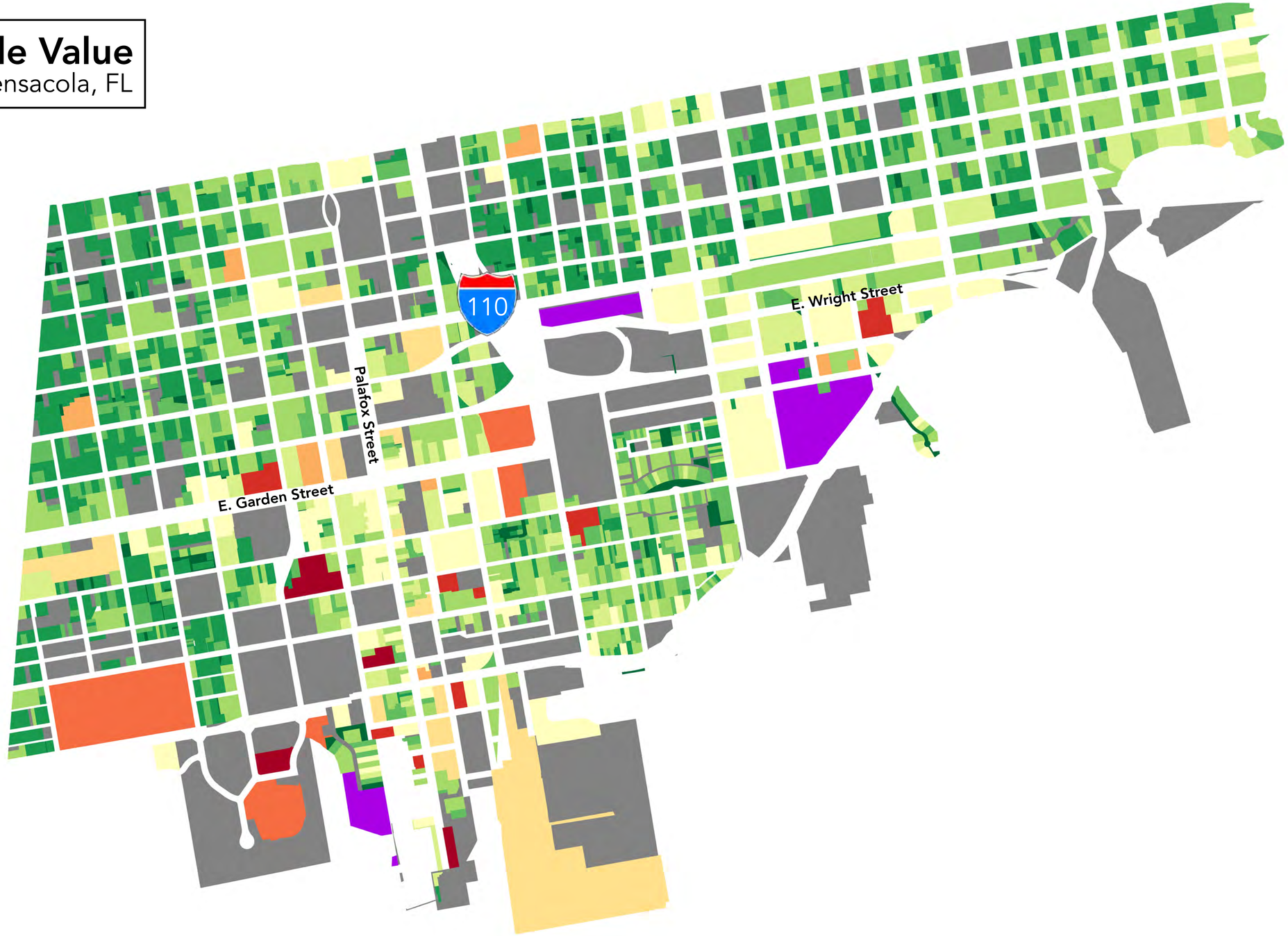
Taxable Value per Acre ($)

- 0
- < 10,000
- 10,001 - 100,000
- 100,001 - 200,000
- 200,001 - 600,000
- 600,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 4,500,000
- 4,500,001 - 6,000,000
- 6,000,001 - 8,500,000
- 8,500,001 - 12,500,000
- > 12,500,001

URBAN3

Total Taxable Value

Downtown Pensacola, FL



N

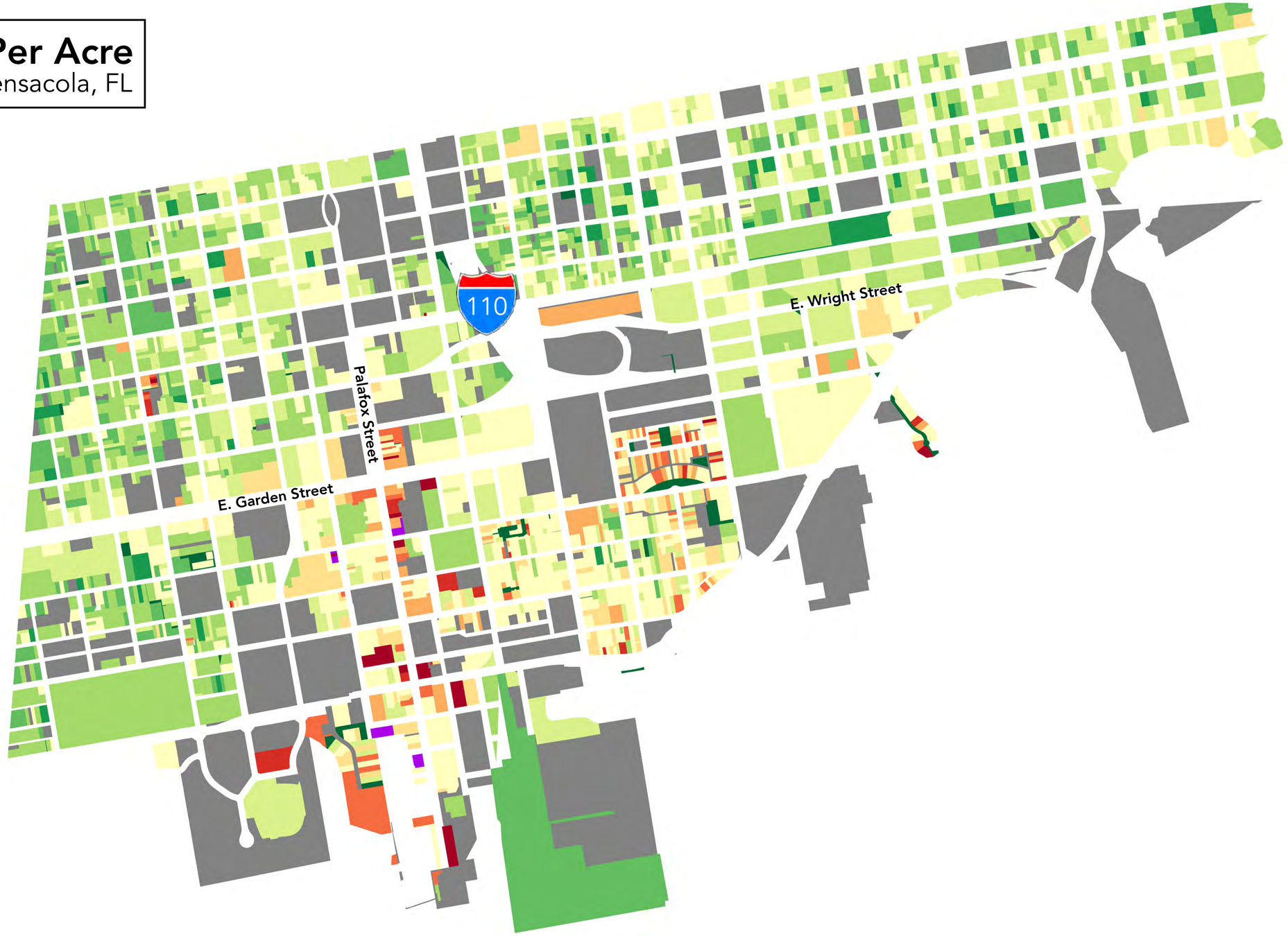
Total Taxable Value ($)

- 0
- < 10,000
- 10,001 - 100,000
- 100,001 - 200,000
- 200,001 - 600,000
- 600,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 4,500,000
- 4,500,001 - 6,000,000
- 6,000,001 - 8,500,000
- 8,500,001 - 12,500,000
- > 12,500,001

URBAN3

Value Per Acre

Downtown Pensacola, FL



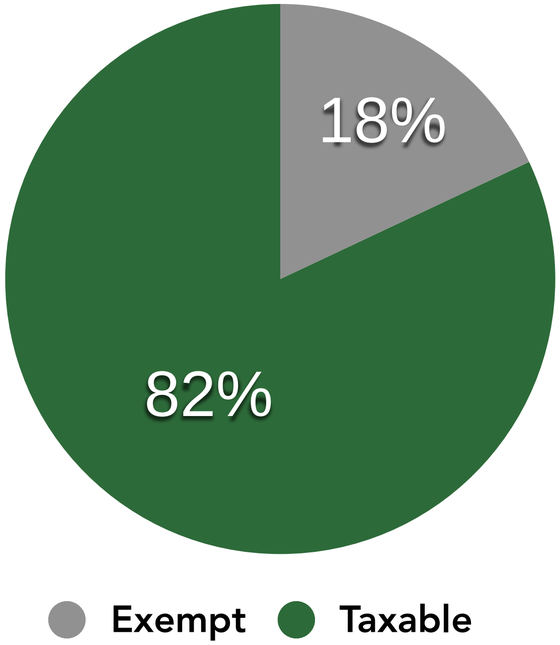
N

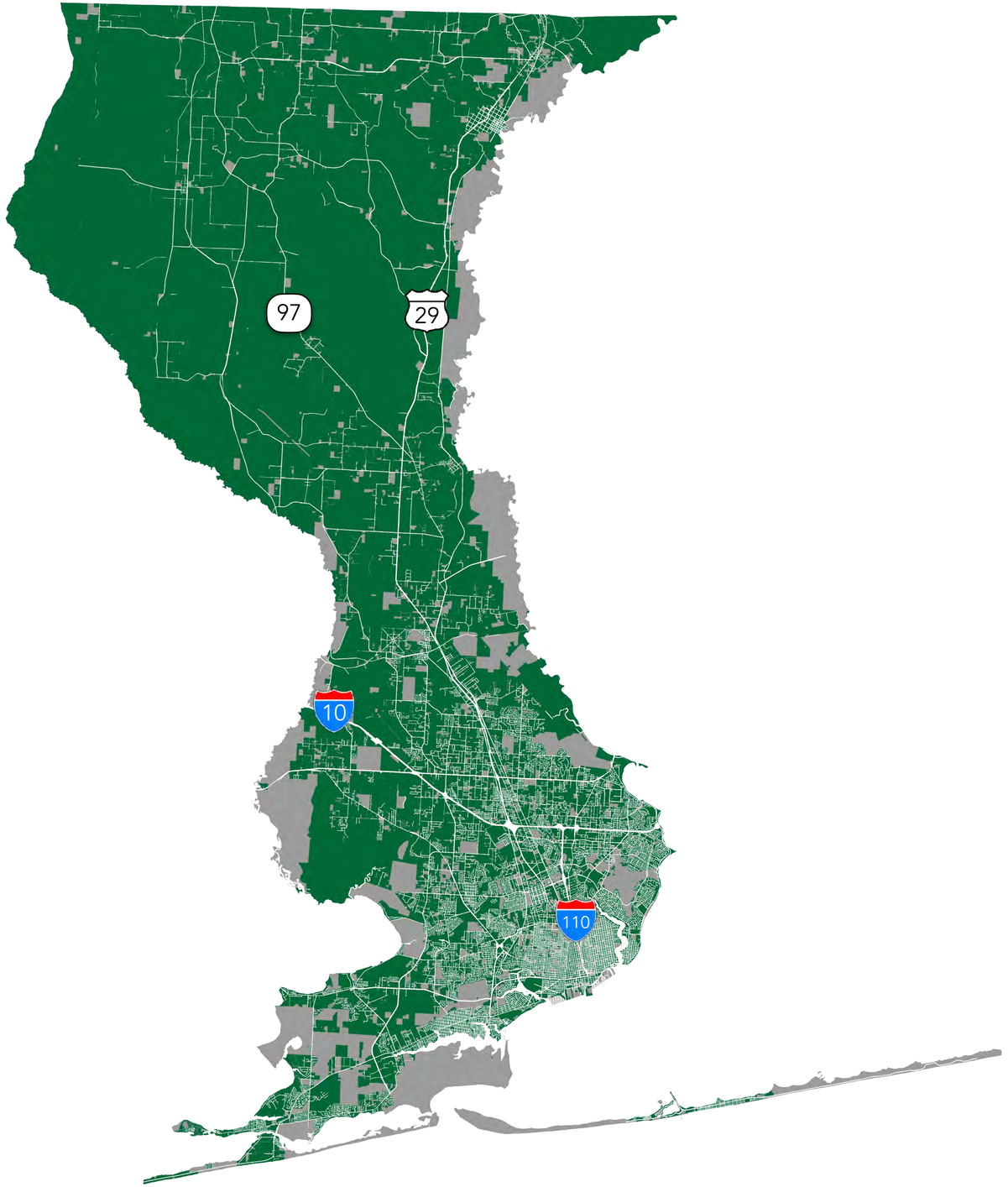
Taxable Value per Acre ($)

- 0
- < 10,000
- 10,001 - 100,000
- 100,001 - 200,000
- 200,001 - 600,000
- 600,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 4,500,000
- 4,500,001 - 6,000,000
- 6,000,001 - 8,500,000
- 8,500,001 - 12,500,000
- > 12,500,001

URBAN3

Taxable Area
Escambia County, FL





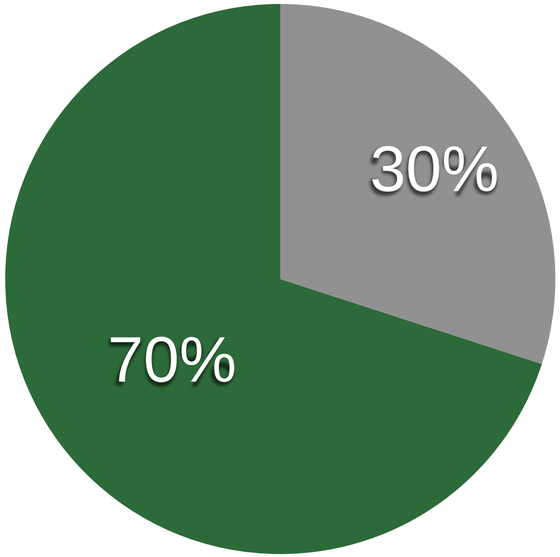
N

Taxable Property
Nontaxable
Taxable

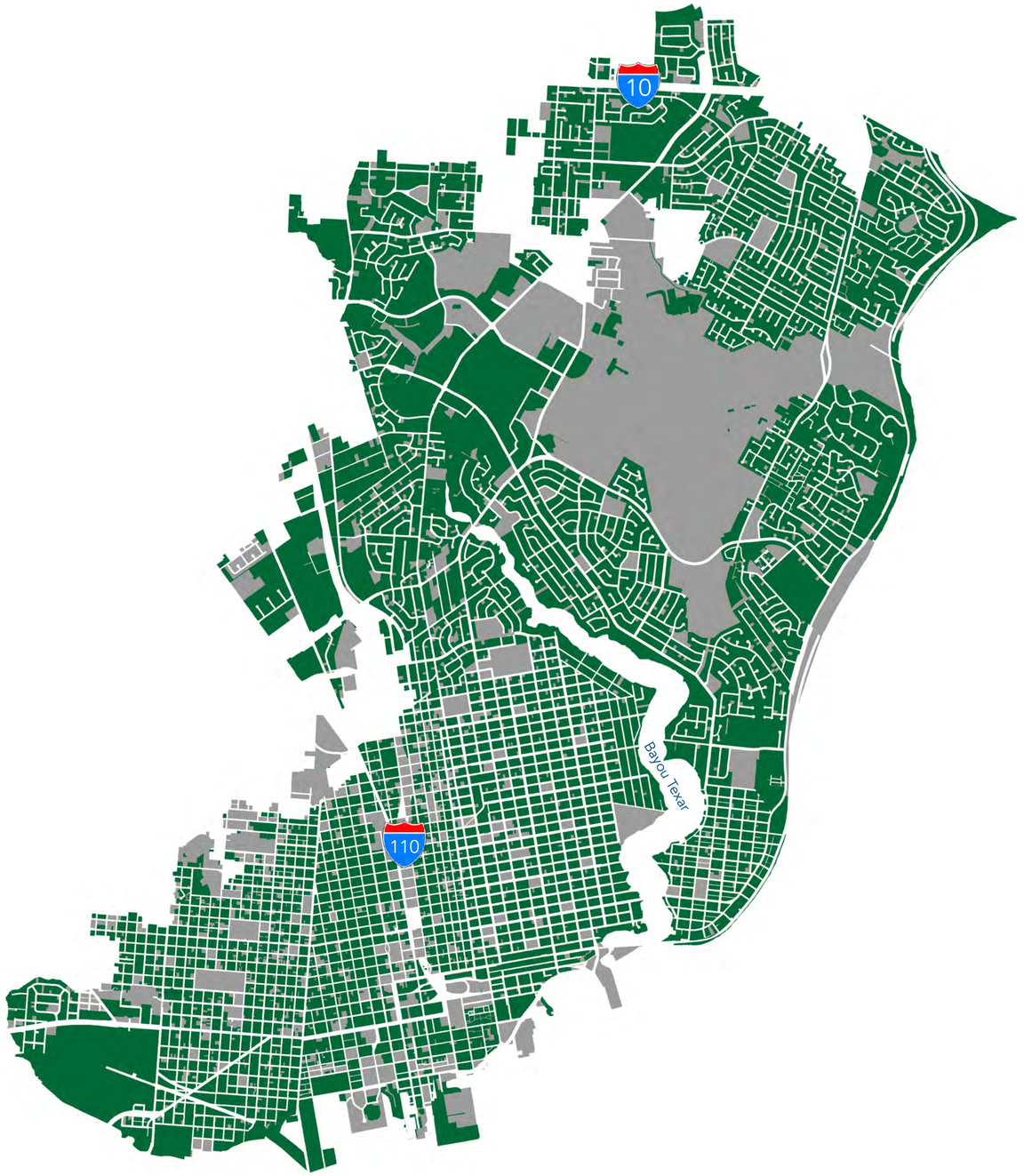
URBAN3

Taxable Area

Pensacola, FL



Exempt Taxable



N

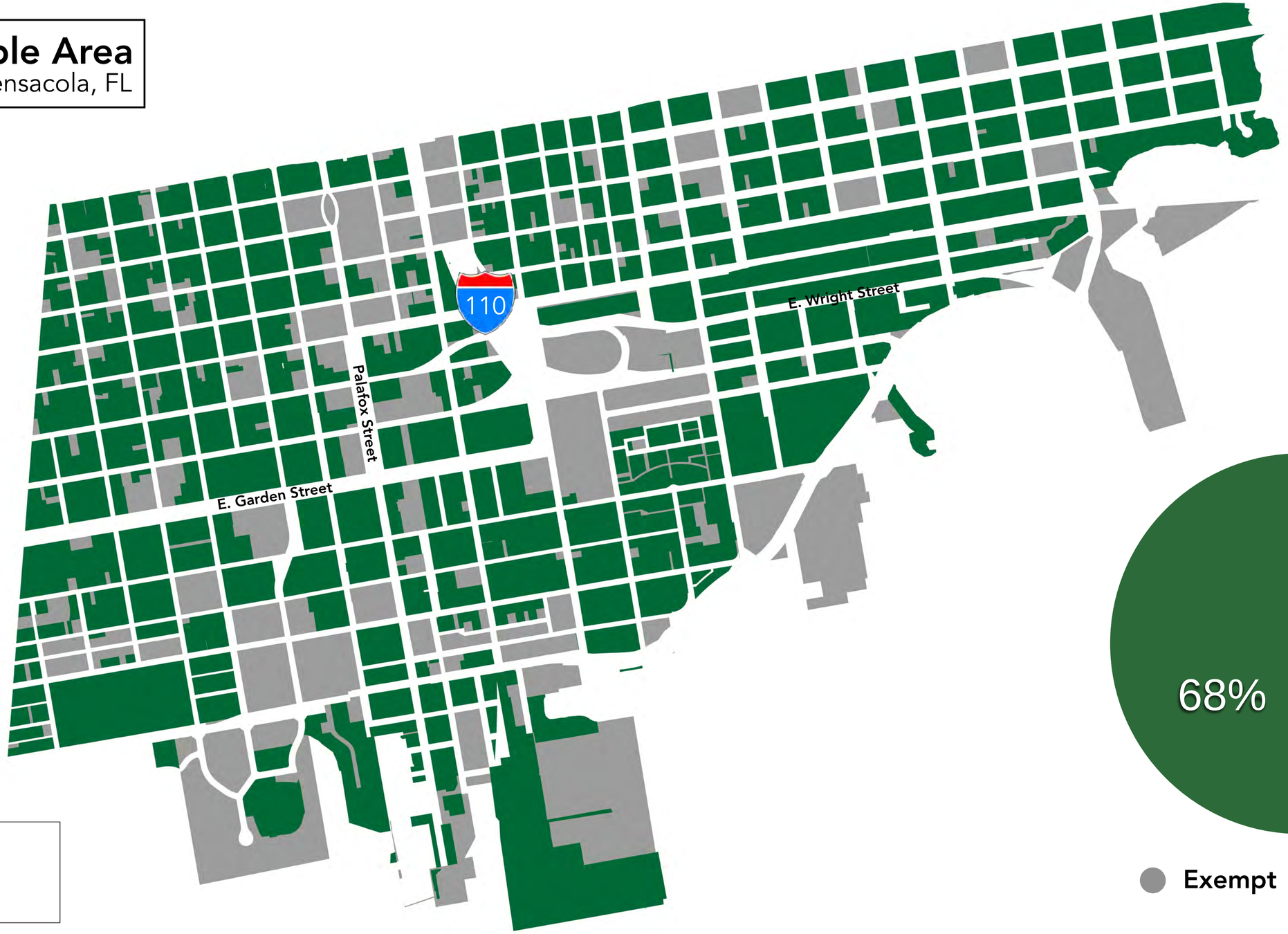
Taxable Property

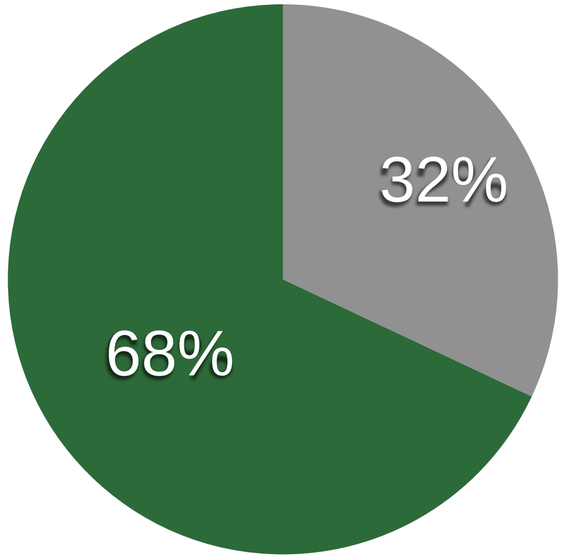
Nontaxable

Taxable

URBAN3

Taxable Area
Downtown Pensacola, FL





Exempt Taxable

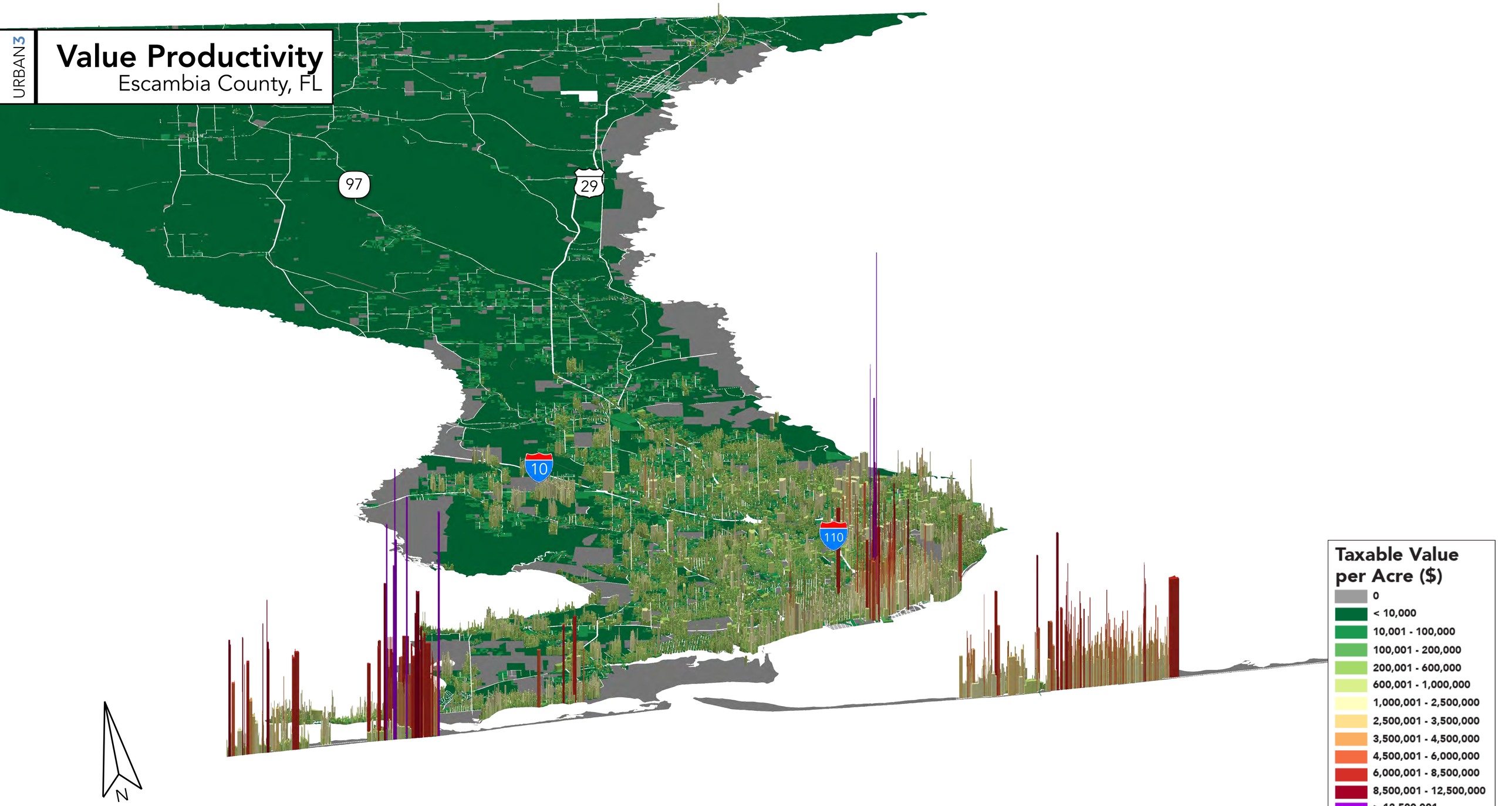
N

Taxable Property
Nontaxable
Taxable

URBAN3

Value Productivity

Escambia County, FL

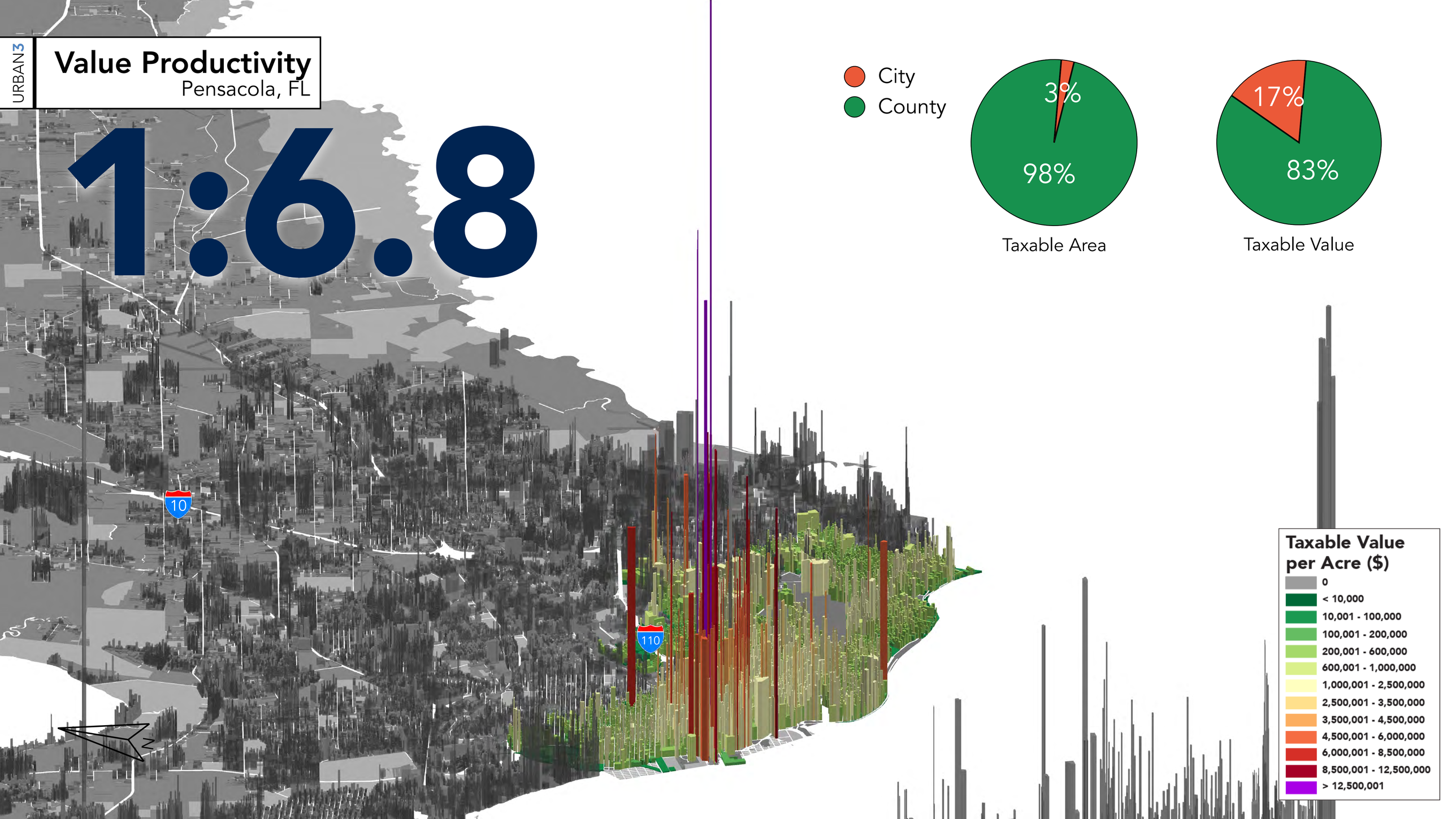


URBAN3

Value Productivity

Pensacola, FL

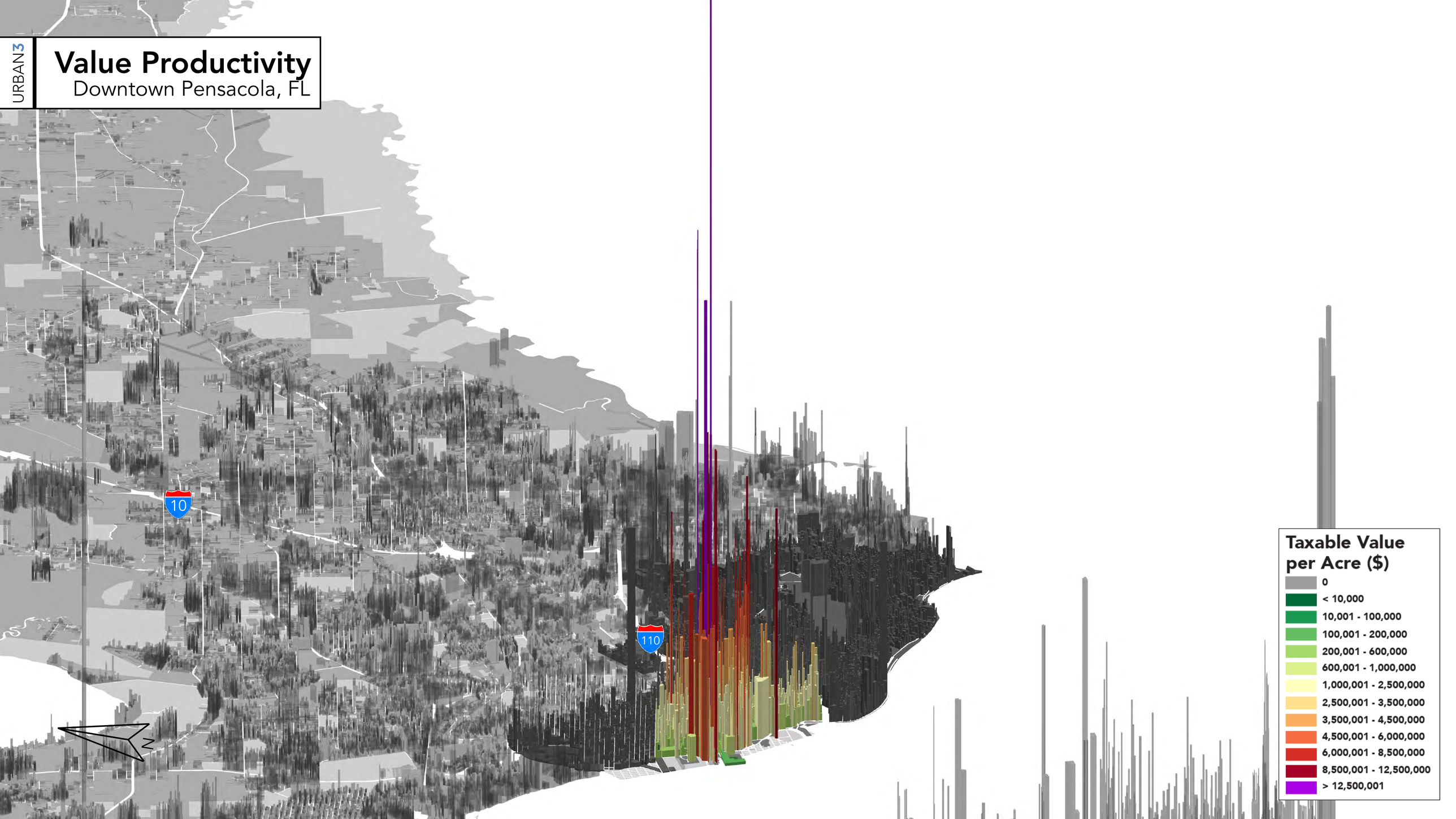
1:6.8



URBAN3

Value Productivity

Downtown Pensacola, FL

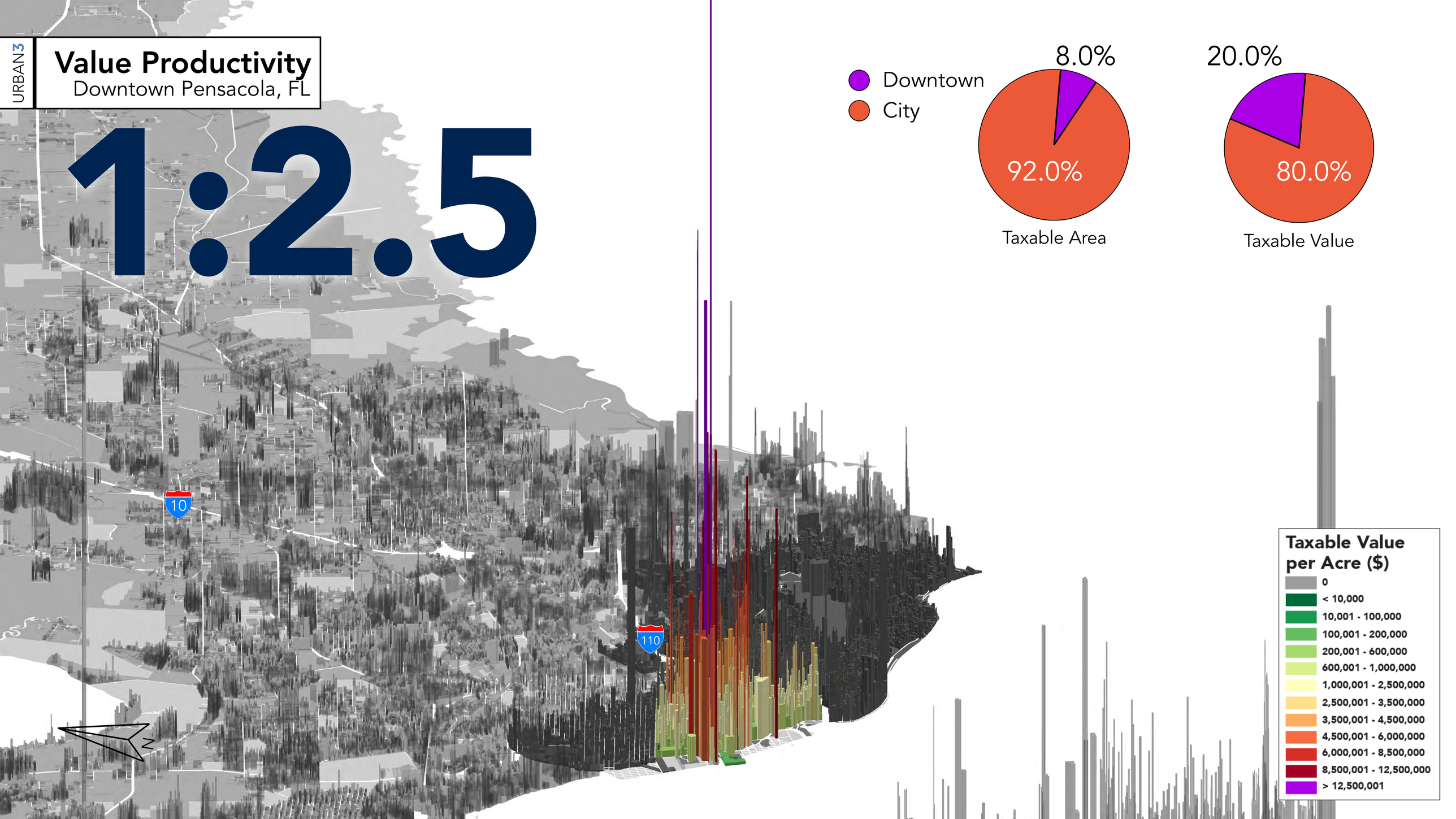


URBAN3

Value Productivity

Downtown Pensacola, FL

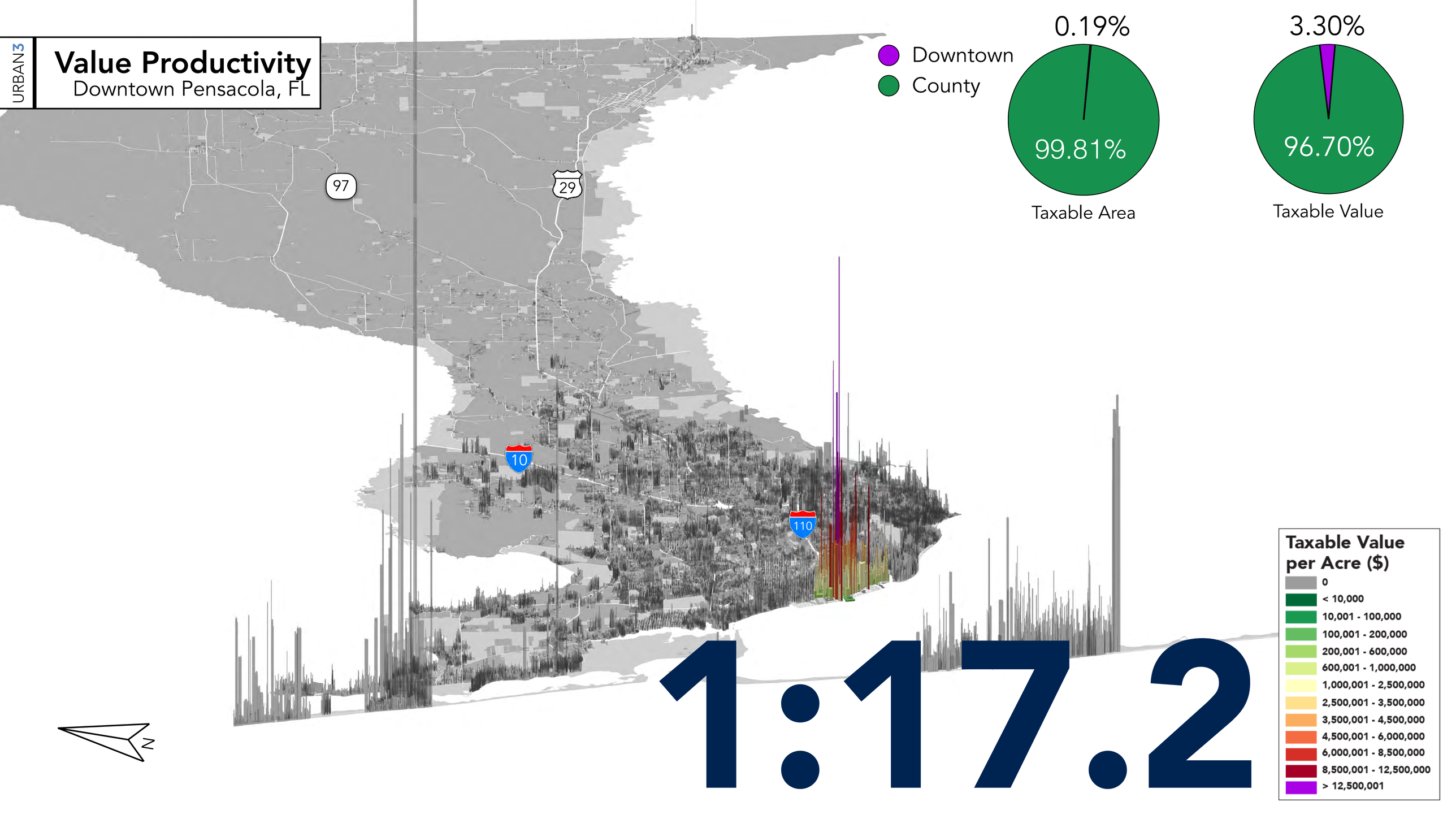
1:2.5



URBAN3

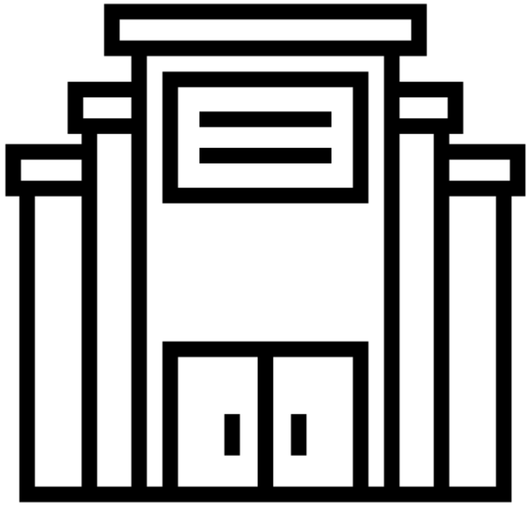
Value Productivity

Downtown Pensacola, FL



1:17.2

URBAN3



Commercial Land Use Types

Local samples of commercial buildings and development types

Escambia County, FL
Taxable Value Per Acre

URBAN3

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3

Lowes
$347,564 per acre

Home Depot
$477,203 per acre

Target
$475,631 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

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Publix
$677,225 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3

University Town Plaza Mall
$466,546 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

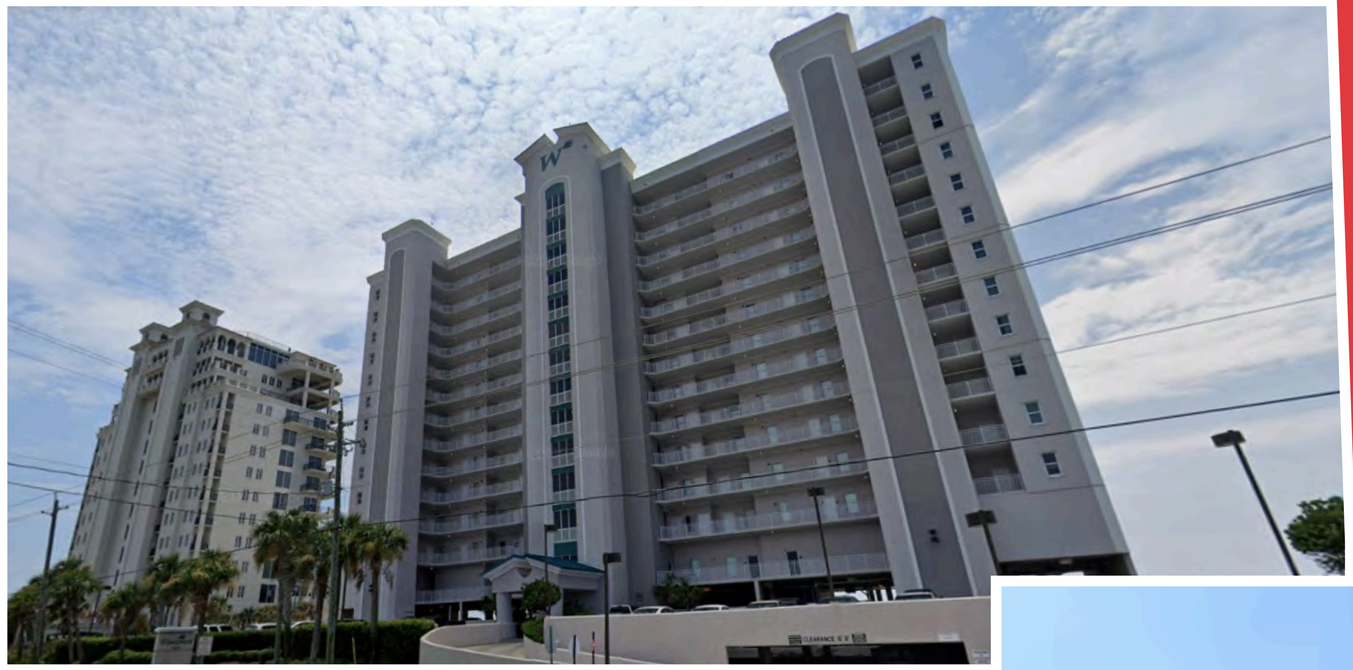
URBAN3

405 S. Palafox
$10,504,708 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3



Windemere ResortQuest
$12,422,567 per acre

Beachclub Resort & Spa
$12,428,583 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3

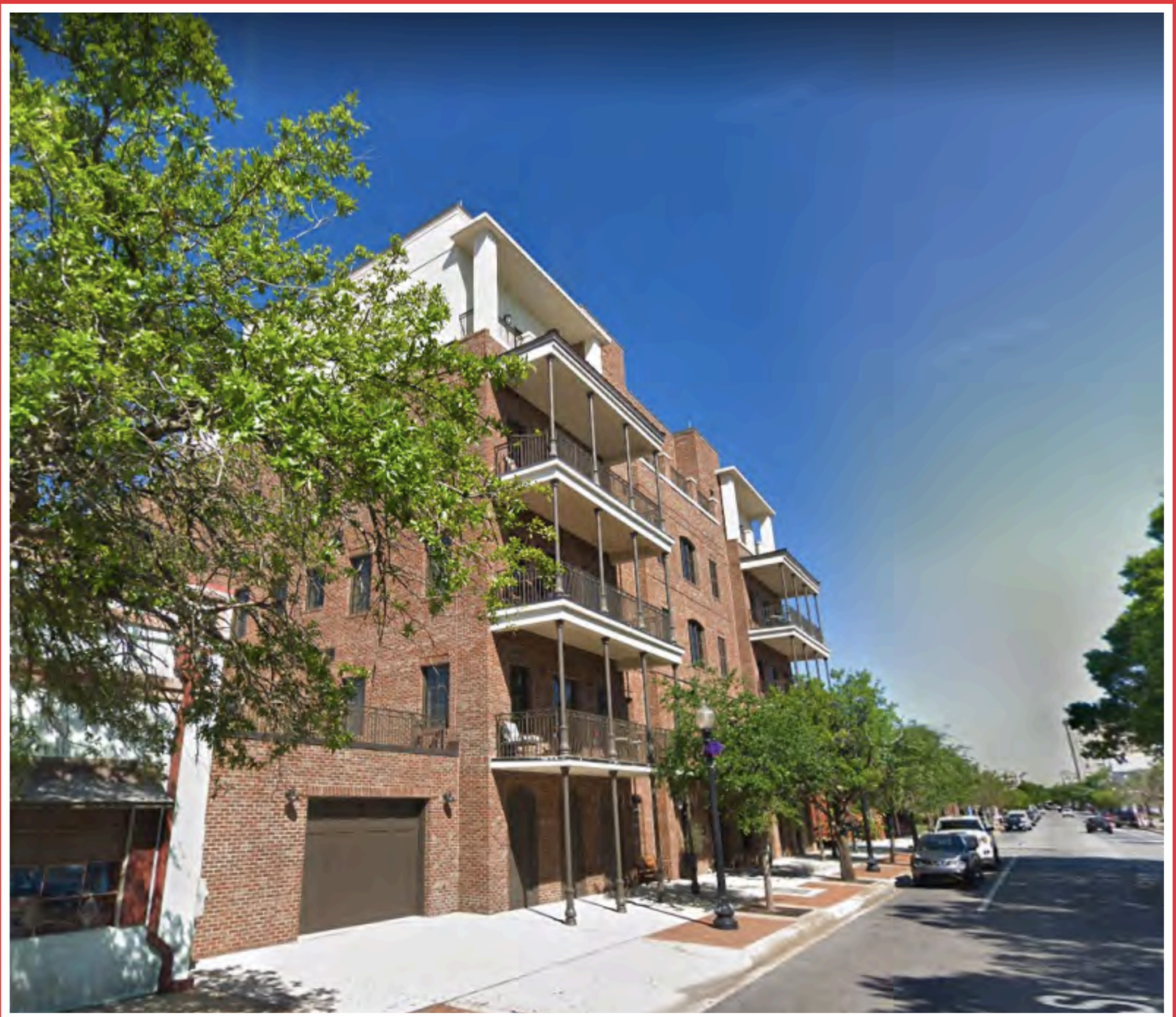
Theisen Building
$12,634,707 per acre

Mirabella Condominiums
$19,149,185 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3



701 S. Palafox
$29,032,160 per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

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Century Industrial Park
$23,665 per acre

1.1 Jobs per acre

Central Commerce Park
$28,339 per acre

0.4 Jobs per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3

Marcus Pointe Commerce Park
$126,040 per acre
10.0 Jobs per acre

Heritage Oaks Commerce Parks
$129,125 per acre
16.7 Jobs per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3

Ellyson Industrial Park
$166,033 per acre
6.7 Jobs per acre

Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

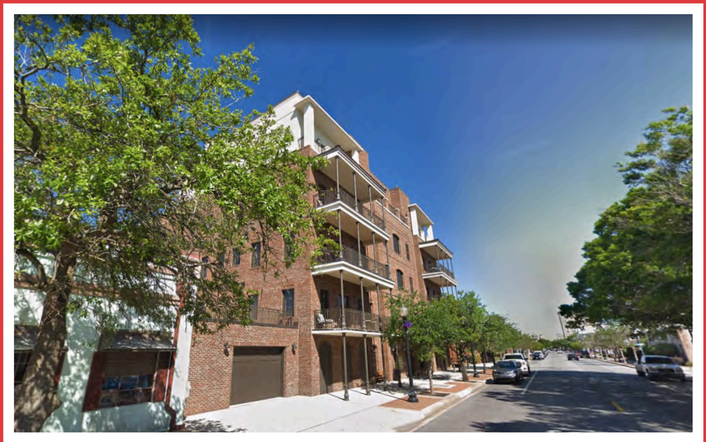
URBAN3

Trustmark Mortgages
$5,455,610 per acre
At least 60 jobs per acre

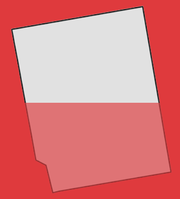
Walmart
$539,621 per acre

Escambia County, FL
Taxable Value Per Acre

URBAN3



701 S. Palafox
$29,032,161 value per acre



.27 Acres

=

6.96 Acres

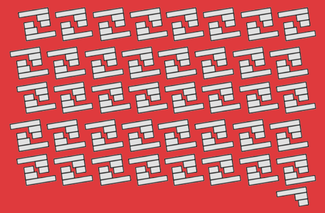
1/2 of the Palafox Condos Parcel generates as much taxes as the entire 9 Mile Walmart

Walmart
$539,621 value per acre

Escambia County, FL
Taxable Value Per Acre

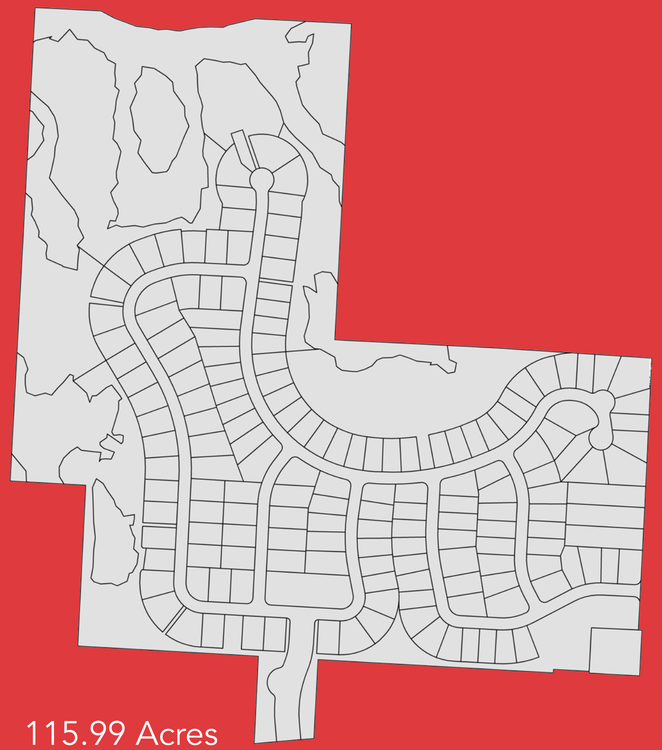
URBAN3

3 Infill Shotguns
$2,238,880 value per acre



10 Acres

=



115.99 Acres

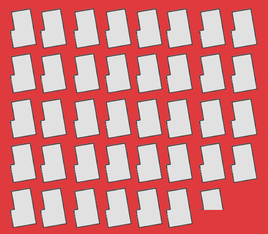
10 acres of Infill Shotgun Homes generate as much taxes as the entire Vintage Creek Homes development

Vintage Creek Homes
$192,600 value per acre

Escambia County, FL
Taxable Value Per Acre

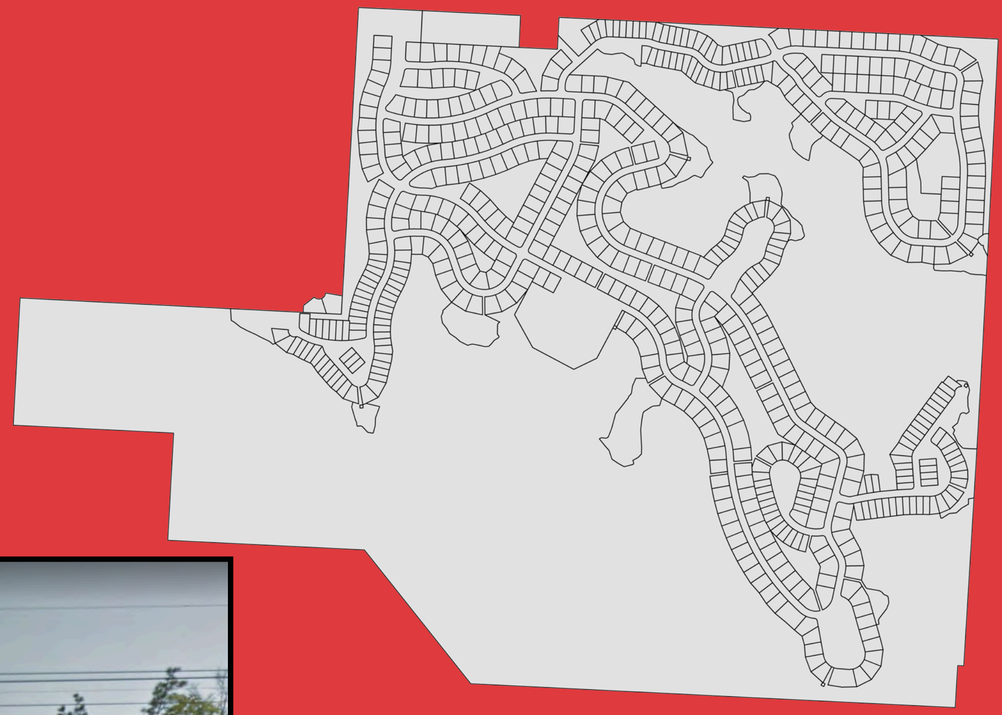
URBAN3

Spring Street Apartments
$3,573,942 value per acre



45 Acres

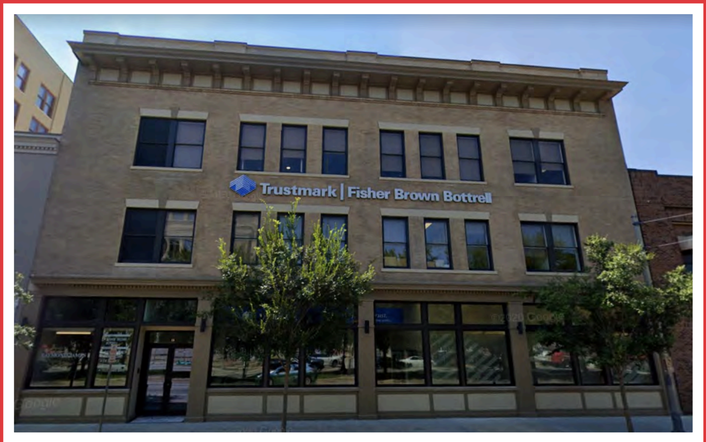
=



747.9 Acres

45 acres of Spring Street Apartments generate as much taxes as the entire Nature Trail Homes development

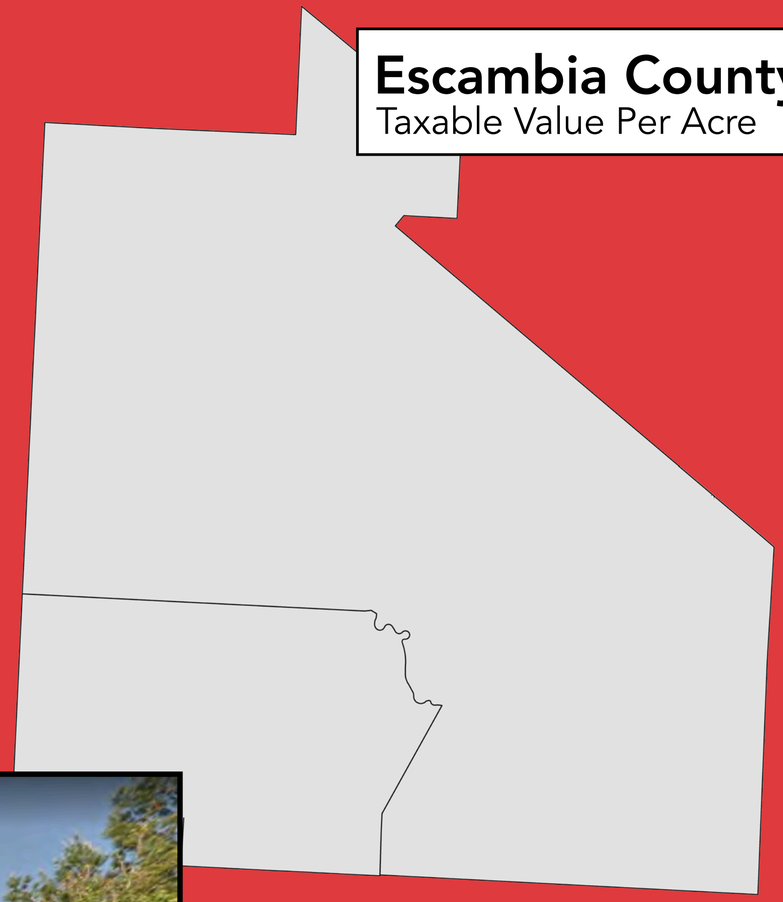
Nature Trail Homes
$218,869 value per acre



Trustmark Mortgages
$5,455,610 per acre
At least 60 jobs per acre

6.5 Acres

=



305.8 Acres

6.5 acres of Trustmark Mortgage Buildings generate as much taxes as the entire Heritage Oaks Commerce Parks

Heritage Oaks Commerce Parks
$129,125 per acre
16.7 Jobs per acre

URBAN3

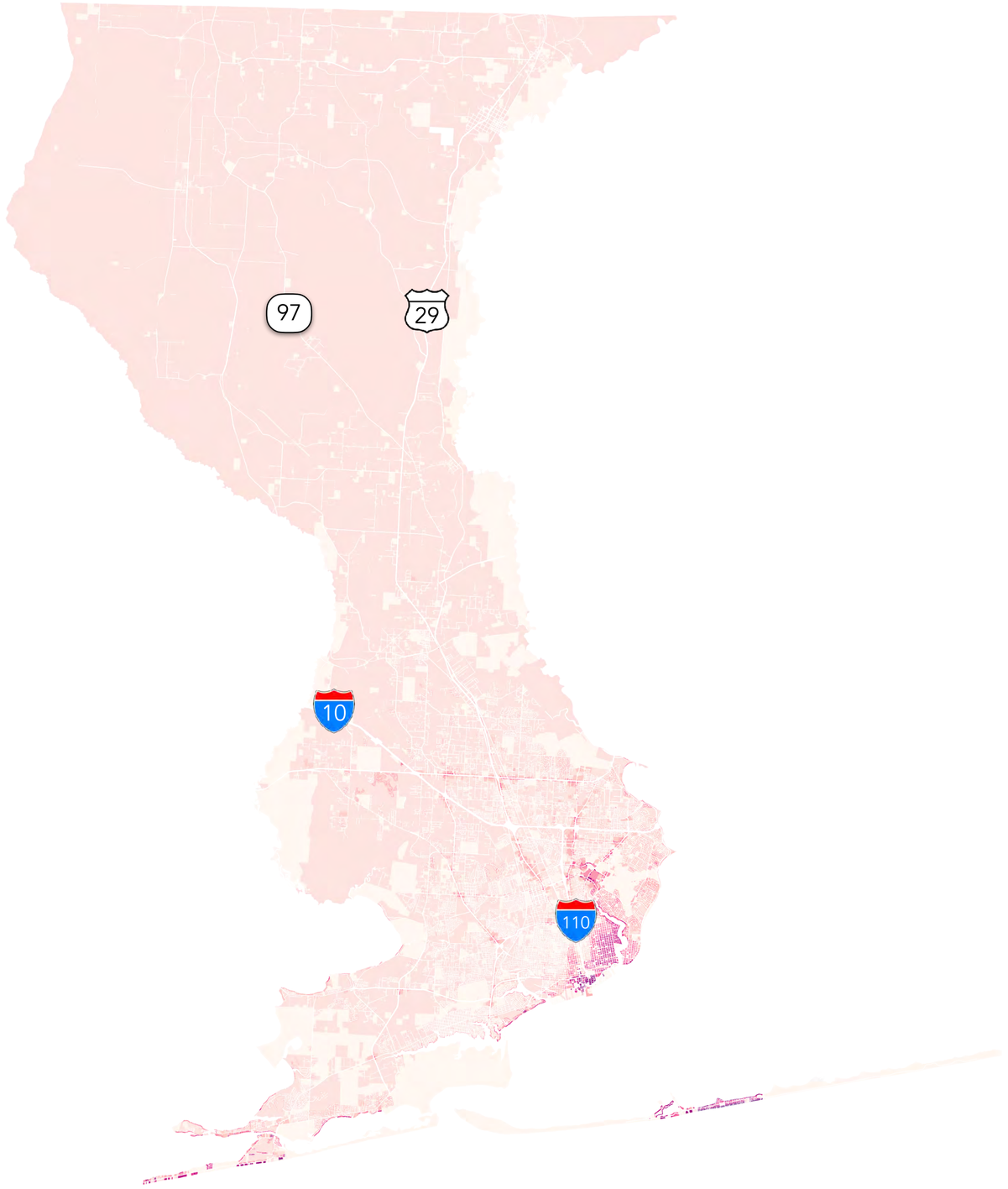
Land Value Analysis

Looking at Tax Assessed Valuation of Land

URBAN3

Land Value Per Acre

Escambia County, FL



N

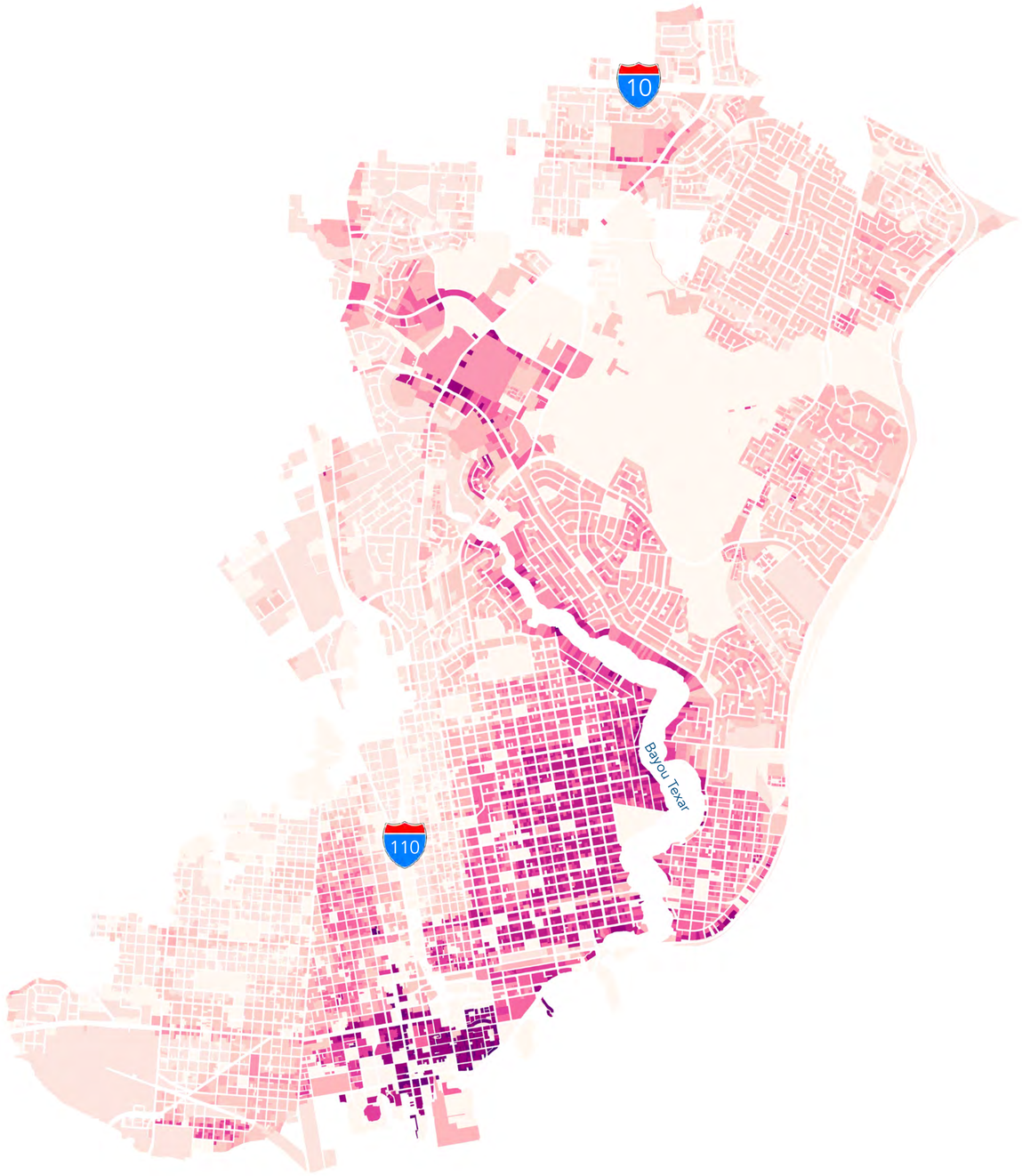
Land Value Per Acre ($)

- 0
- < 100,000
- 100,001 - 200,000
- 300,001 - 400,000
- 400,001 - 500,000
- 500,001 - 600,000
- 750,001 - 1,250,000
- 1,250,001 - 2,000,000
- > 2,000,000

URBAN3

Land Value Per Acre

Pensacola, FL



N

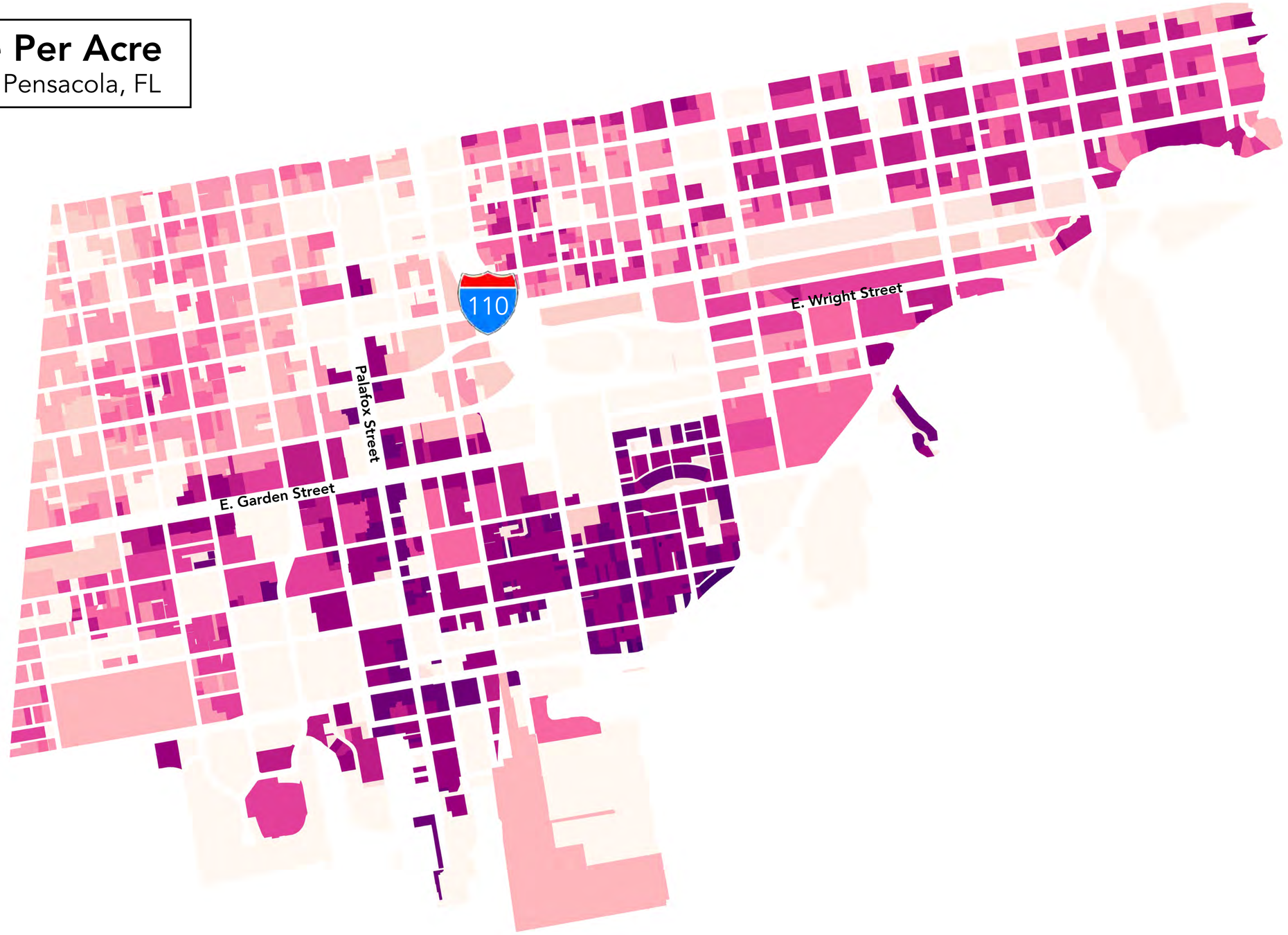
Land Value Per Acre ($)

- 0
- < 100,000
- 100,001 - 200,000
- 300,001 - 400,000
- 400,001 - 500,000
- 500,001 - 600,000
- 750,001 - 1,250,000
- 1,250,001 - 2,000,000
- > 2,000,000

URBAN3

Land Value Per Acre

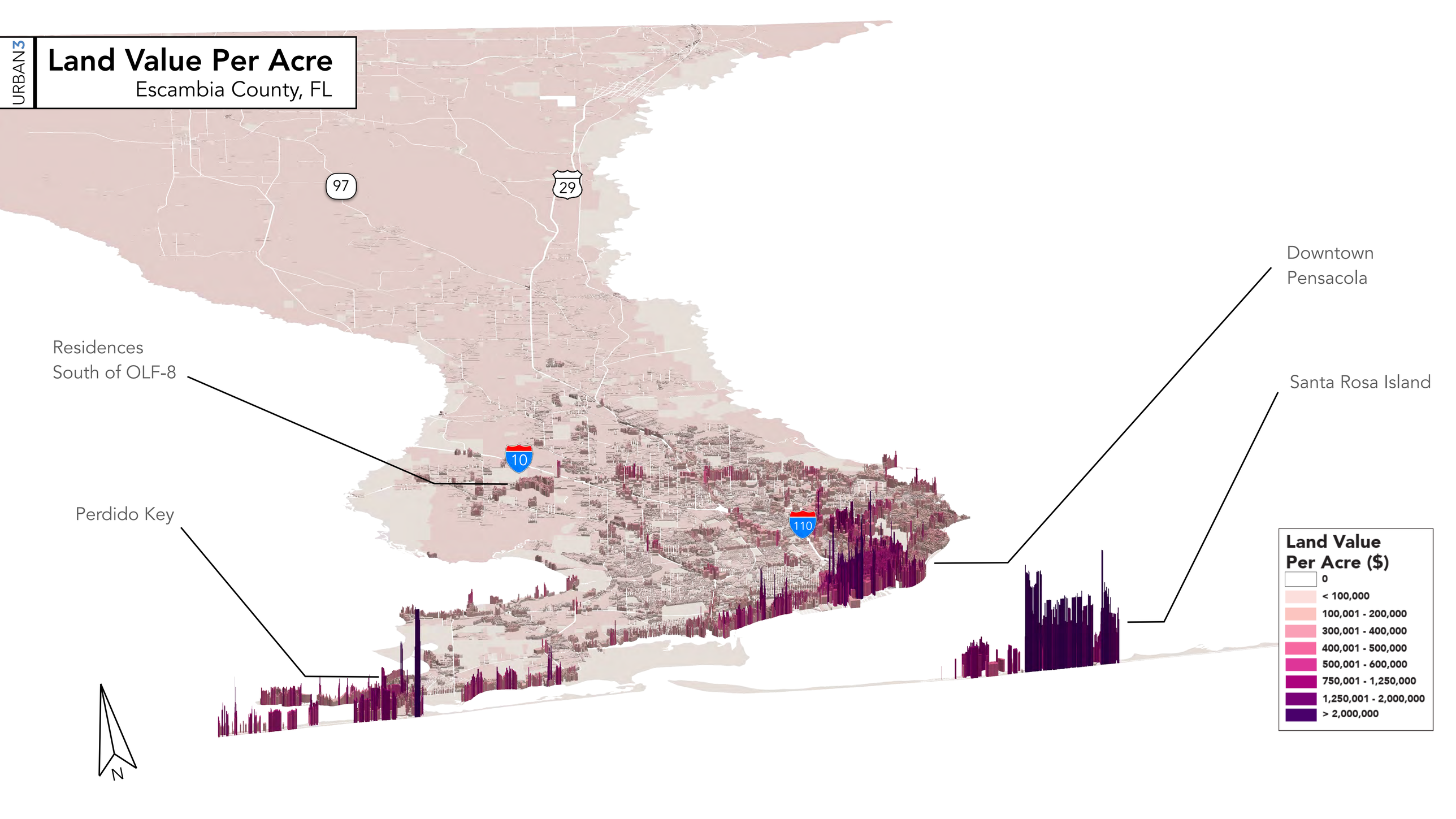
Downtown Pensacola, FL



URBAN3

Land Value Per Acre

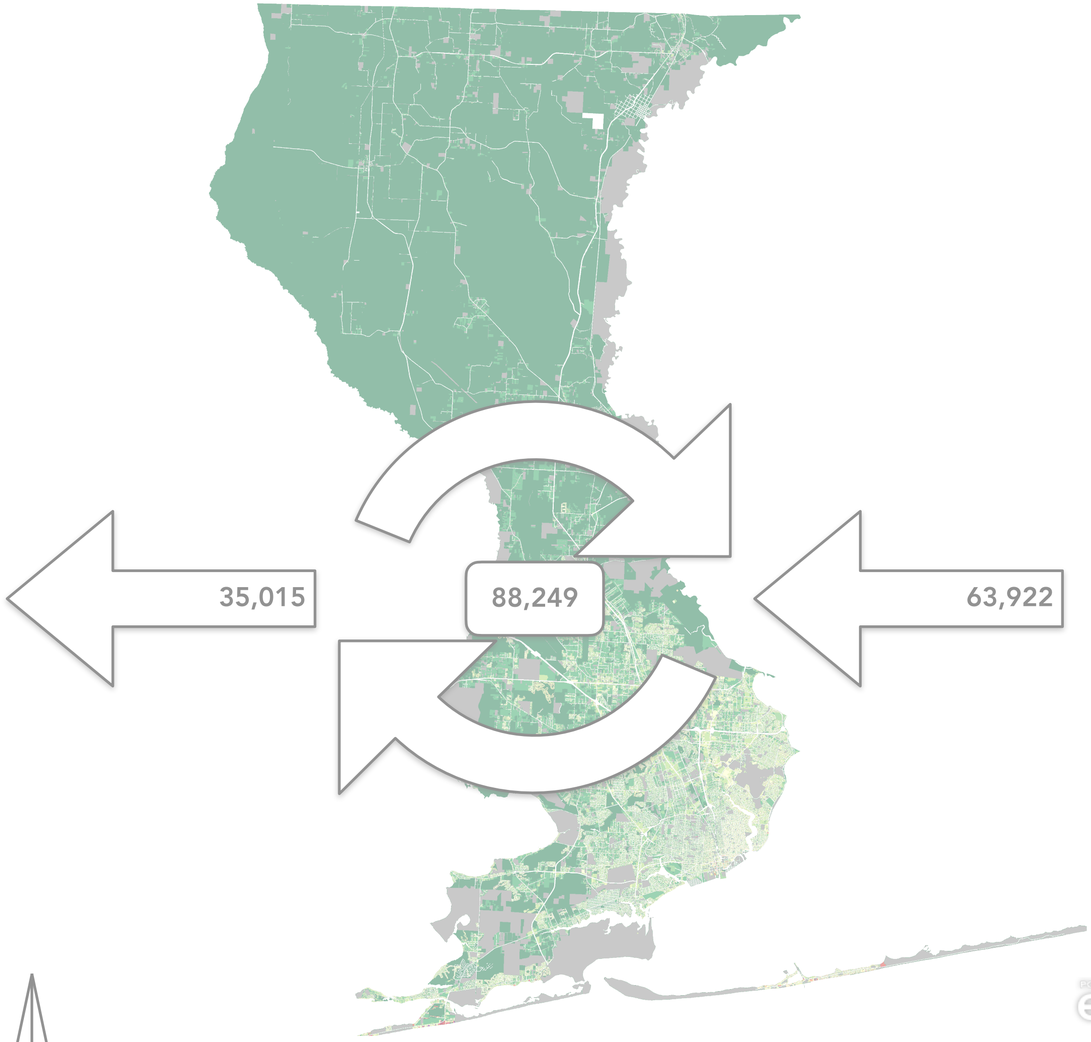
Escambia County, FL



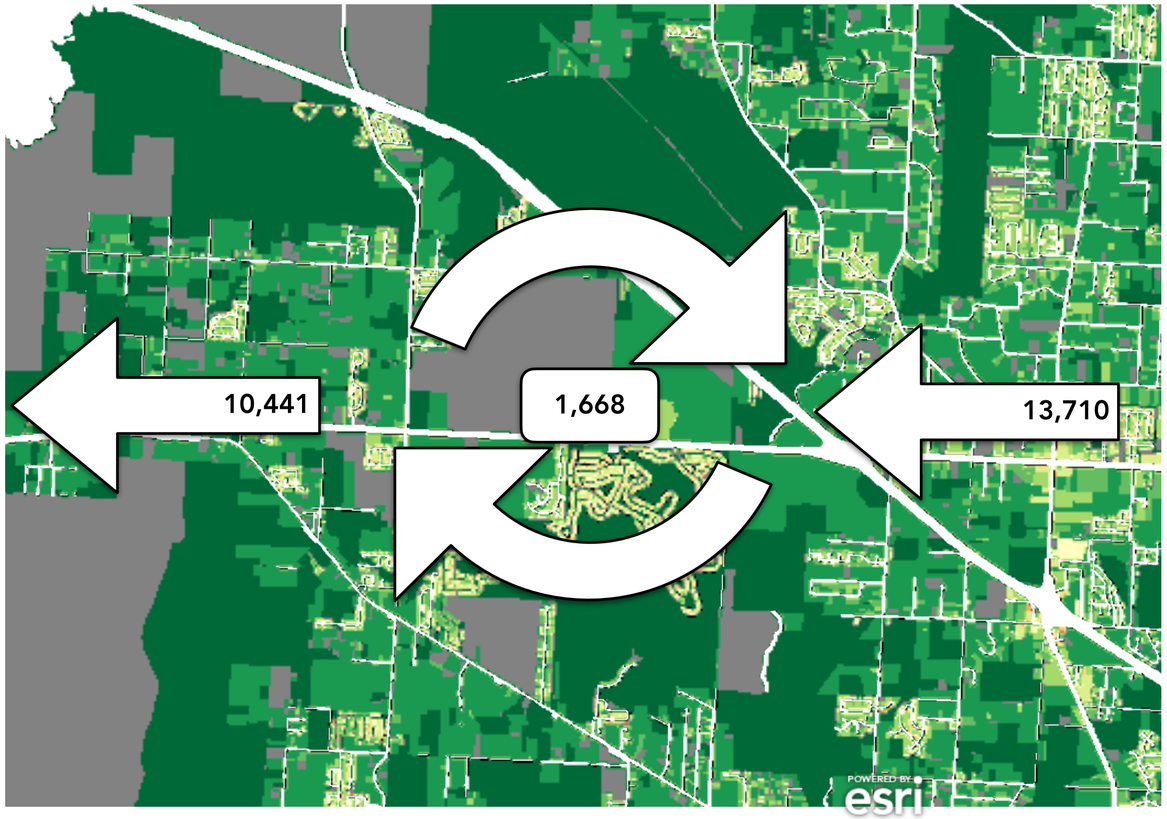
URBAN3

Daily Commuting Patterns

Escambia County and Beulah, FL



Escambia County, FL



Beulah area, FL

*Information gathered from US Census Data - OnTheMap

MARKETABILITY STUDY TO SUPPORT THE OLF8 MASTER PLAN: FINDINGS AND RECOMMENDATIONS

Presented to Escambia County

September 2020

WEITZMAN
Real Estate Consultants

Location & Market Analysis

The OLF8 site has "a lot going for it." The following notes our conclusions regarding "positive" and "challenging" aspects of the development opportunity:

POSTIVE ASPECTS

- The Power of Scale
- Access and Frontage
- The Presence of Navy Federal
- Commercial Appeal
- Community Development Potential
- Favorable Development Timing and Financial Resources
- High Quality of Life

CHALLENGING ASPECTS

- Congestion along Nine Mile Road
- Speculative Demand for Office, Industrial, and Hotel Uses.

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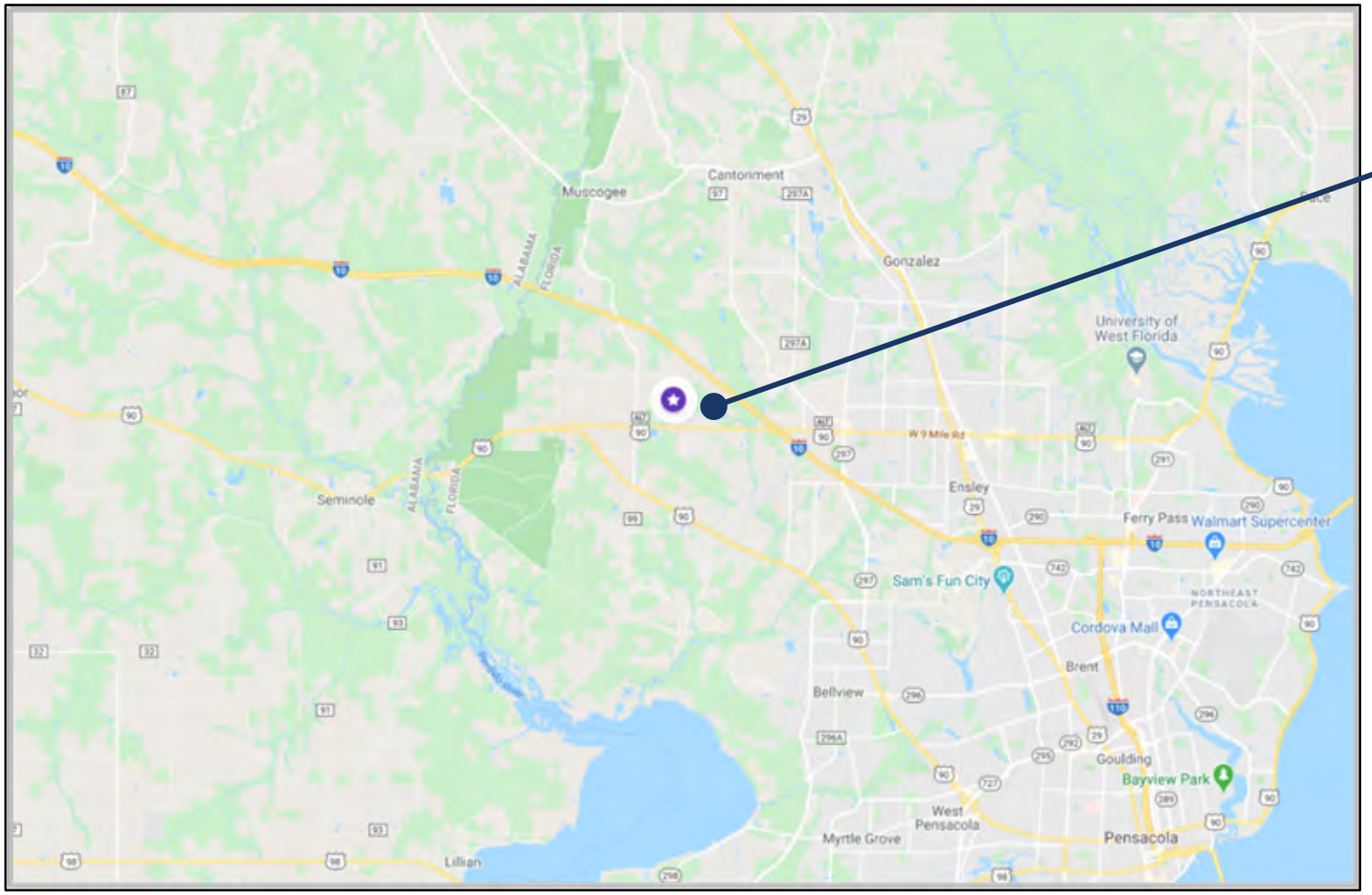
OLF8 resides in the northwest corner of Pensacola Metro Area in Beulah, along Nine Mile Road, west of Interstate 10. Importantly, it is adjacent to the Navy Federal Credit Union.



NAVY FEDERAL Credit Union

The Pensacola Metro Area has a growing population that is projected to become wealthier over the next several years.

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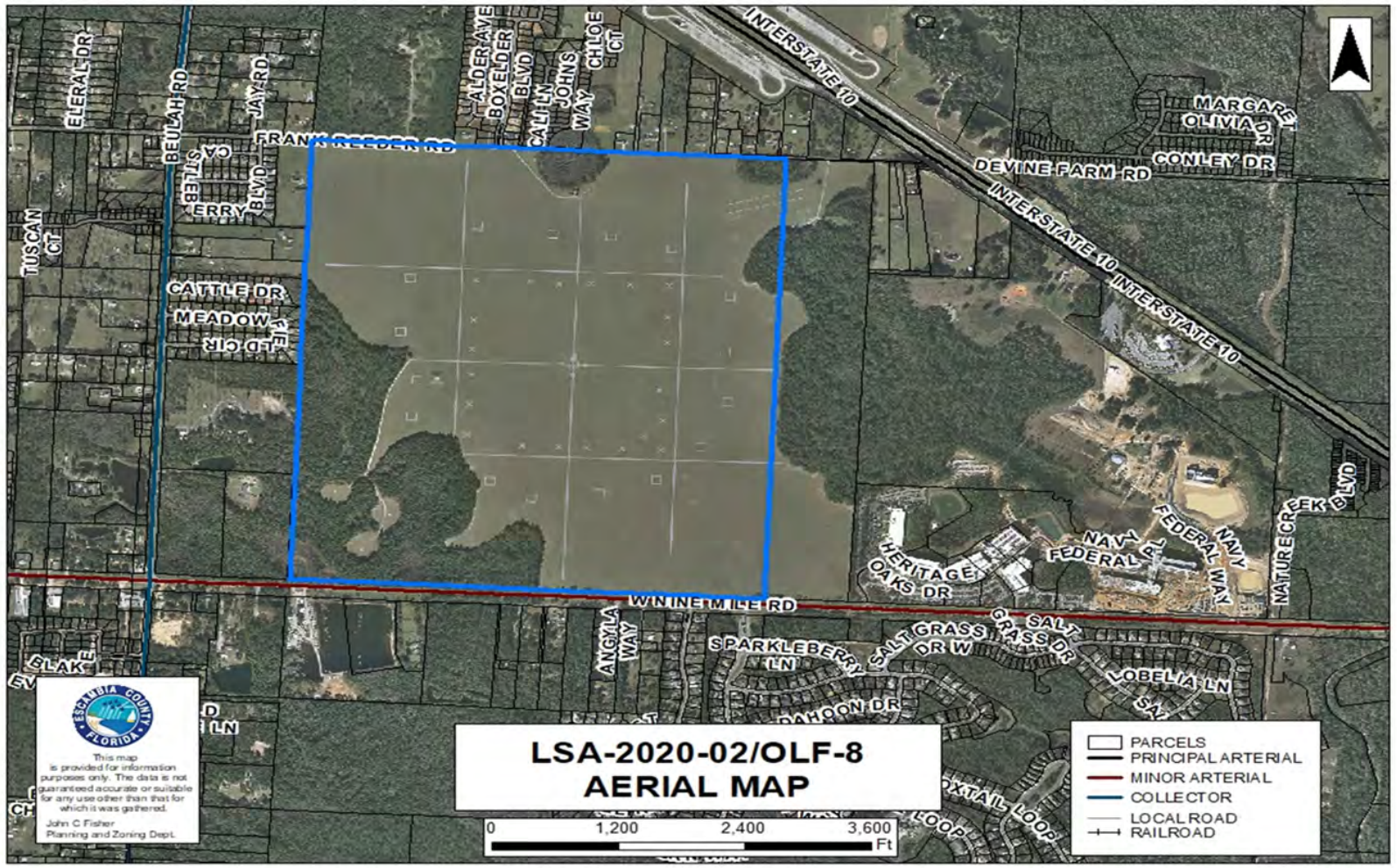
The irregular rectangular parcel spans 640 acres.



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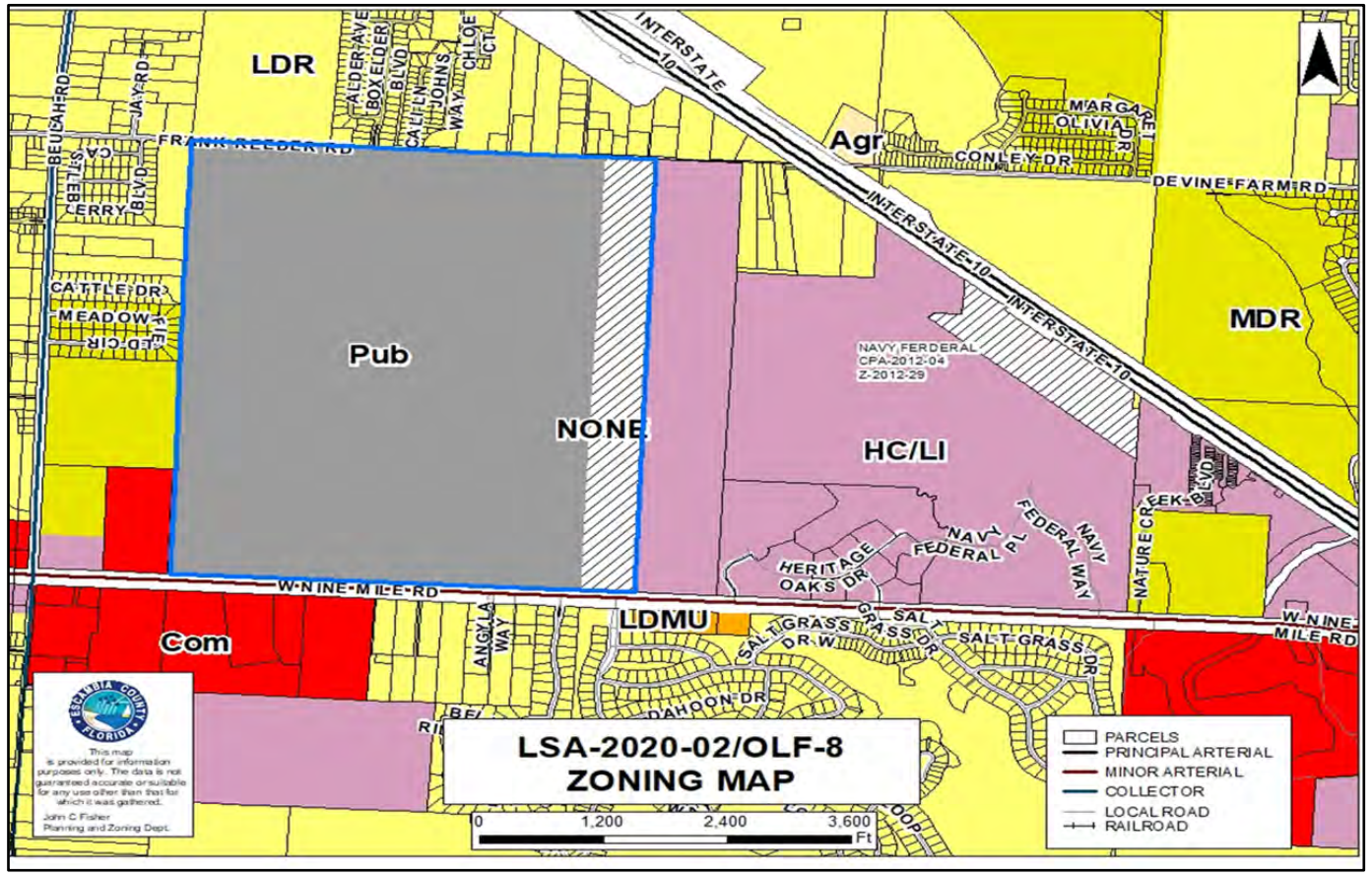
The site is zoned for public use, but we have considered the marketability of the site under the assumption that most real estate uses (except, for example, heavy industrial) would be considered acceptable to local planning authorities and Escambia County.



Source: CoStar; compiled by Weitzman

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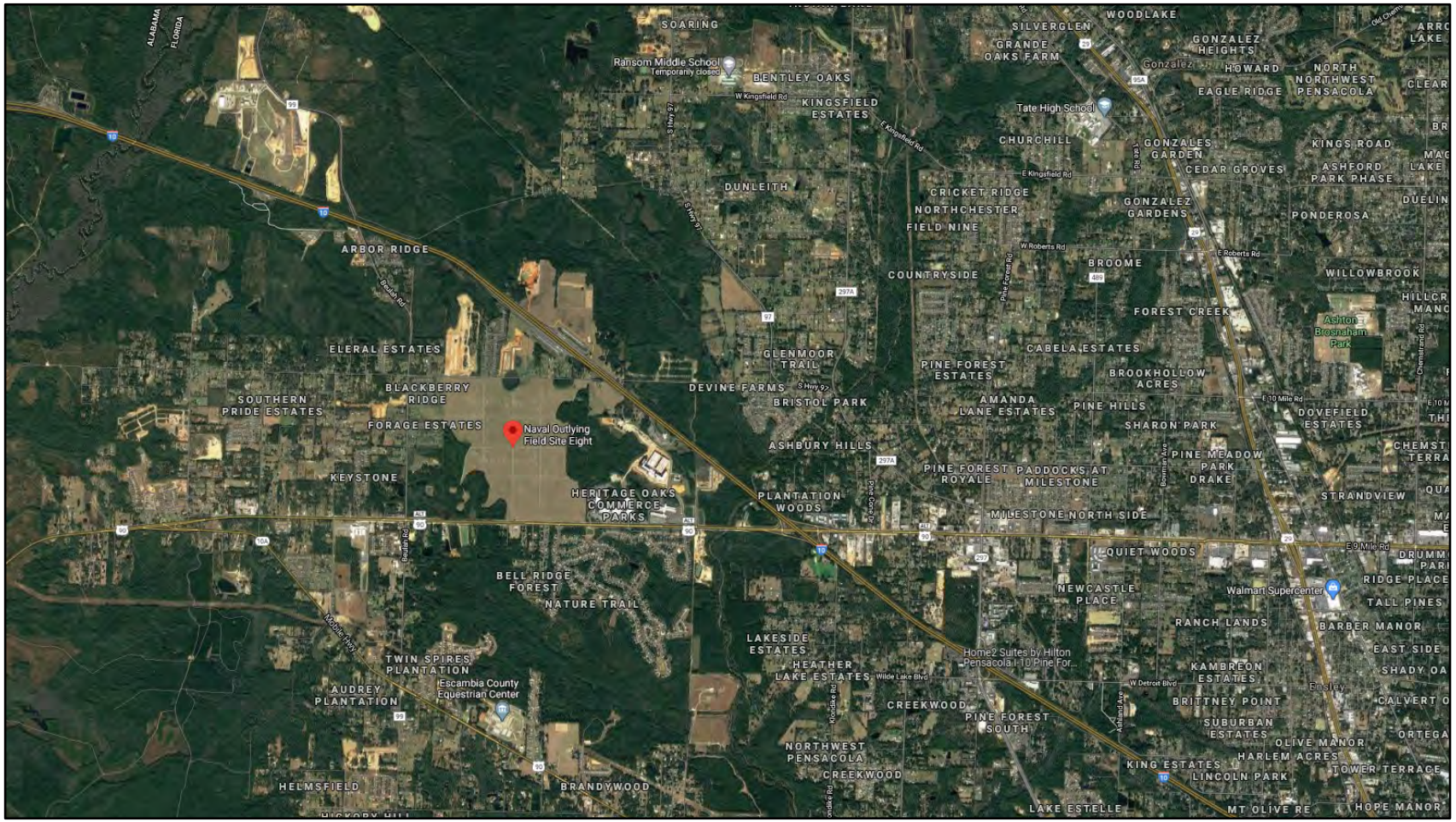
The immediate area contains primarily detached single family and townhome style subdivisions, necessity-based retail, and light commercial uses. Navy Federal's Class-A Heritage Oaks campus is immediately east and a developer is currently constructing a 350-unit luxury apartments across Nine Mile Road.



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High-income occupations in the metro area are dominated by:

1. Physicians
2. General and Operations Managers
3. Healthcare Practitioners and Technical Occupations
4. Business and Financial Operations

Notably, the cybersecurity industry is also growing, and it supports well-paying jobs.

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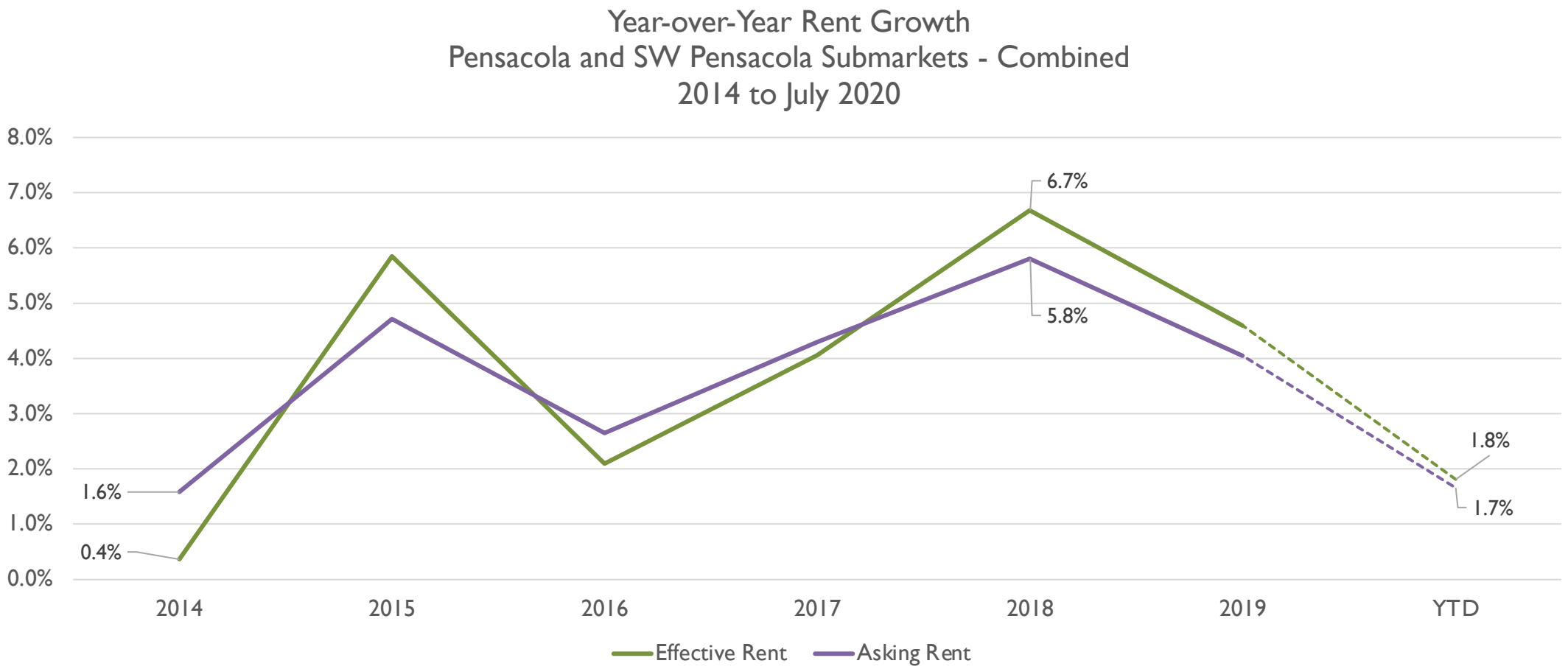
RESIDENTIAL MARKET

The Pensacola apartment market is a high-performance market from a rent growth perspective, achieving growth that surpasses that of far larger markets.



Source: CoStar; compiled by Weitzman

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The most competitive rental housing properties to OLF8 are West Woods Haven and the future Inspire Apartments,

West Woods Haven

Inspire

Source: westwoodspensacola.com and liveinspirepensacola.com

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The average home sale price and the number of home sales in Escambia and Santa Rosa Counties have been steadily increasing since 2010.

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RESIDENCE AT Nature Creek

Nature Creek is a 210-unit townhome development. Its first phase of 80 homes was built in 2019 by DC Homes Pensacola.

RESIDENCES

The residences at Nature Creek feature 9' ceilings, granite countertops, laundry rooms, stainless steel appliances and 36" side-by-side refrigerators, ceiling fans in all bedrooms, luxury vinyl tile flooring in living areas, carpeted bedrooms, and one-car garages.

AMENITIES

Resort style pool; 4,000 square foot clubhouse with flatscreen TVs, a fireplace, a game room with billiards, a fitness center, a poker room, a resident lounge with a full kitchen; a poolside gazebo with grilling area, a half-court basketball court, a children's playground, and a dog park.

SALES ACTIVITY

Based upon records from the Escambia County Property Appraiser, there have been 12 sales at Nature Creek from May 2019 to June 2020 for an **average price of $225,358 or $136 per square foot.** We note this data does not account for units under contract.

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NATURE TRAIL pensacola

Nature Trail is a 659-lot single-family home development that was built in 2015.

RESIDENCES

Nature Trail is the highest performing for-sale comparable in terms of average sale price and price per square foot per year. Nature Trail features a collection of three- to five-bedroom homes with features that include cathedral ceilings, quartz or granite countertops, oak hardwood floors, gas fireplaces, and stainless-steel appliances.

AMENITIES

375 acres of conservation land, miles of walking trails, and a 6,000 square foot community center with a pool, lounge, tennis courts, playground, and fitness center.

SALES ACTIVITY

Based upon records from the Escambia County Property Appraiser, we found 25 homes that sold at Nature Trail over the last seven months for an **average of $447,040 or $156 per square.**

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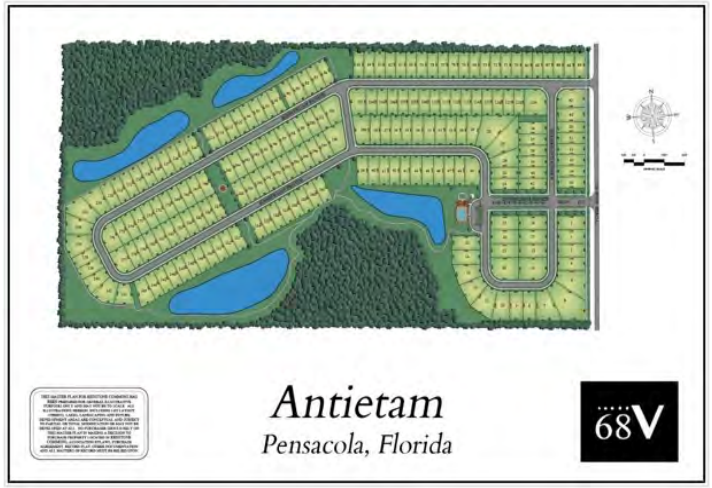
Antietam is a 199-lot single-family home development. Phase 1 with 61 homes was completed in May 2018 and Phase 2 with 58 homes should be completed in August 2020.



RESIDENCES

Residences at Antietam feature luxury vinyl tile flooring throughout, granite countertops, stainless steel appliances, walk-in closets (master bedrooms), ceiling fans, and covered porches.

AMENITIES

A swimming pool, a clubhouse, a putting green, a children's playground, and miles of walking trails.

SALES ACTIVITY

Based upon records from the Escambia County Property Appraiser, we found 25 homes that sold at Antietam over the last seven months for an **average of $265,516 or $109 per square foot.**

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Residential Market Analysis Conclusions

1

2019 was the best year over the statistical period for home sales in Escambia and Santa Rosa Counties. A record 9,825 homes were sold at an average price of approximately $263,612. Furthermore, rent growth has demonstrated strong growth.

2

The most competitive for-sale developments for the OLF8 site are Nature Creek, Nature Trail, and Antietam. Nature Creek is a new construction townhome development with a robust amenity offering and is adjacent to the OLF8 site. Nature Trail is similar in size to the OLF8 site and is the best performing single-family development in our competitive set. Nature Trail is also across Nine Mile Road from the OLF8 site which makes it a direct competitor. Antietam is a newly developed single-family development in close proximity to the OLF8 site.

3

There are 3,088 for-sale housing units in the development pipeline. Based on our research of submitted and approved development applications, there are approximately 2,396 units of for-sale housing approved for development in Escambia and Santa Rosa counties, and there are 692 units of for-sale housing pending development approval.

4

There's a lack of product differentiation in the market, and demand for new residential product is strong despite pipeline concerns. The Pensacola housing market is generally limited to single-family, standard townhome, and traditional apartment product that is repetitive and lacks sophistication in its design and execution. We recommend the development of 1,900 housing units on OLF8, including 1,100 rental units and 800 for-sale units.

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Retail Market

There is currently very limited retail surrounding the Navy Federal campus, which is adjacent to OLF8. Most retail is located east of the site.

Source: ESRI; compiled by Weitzman

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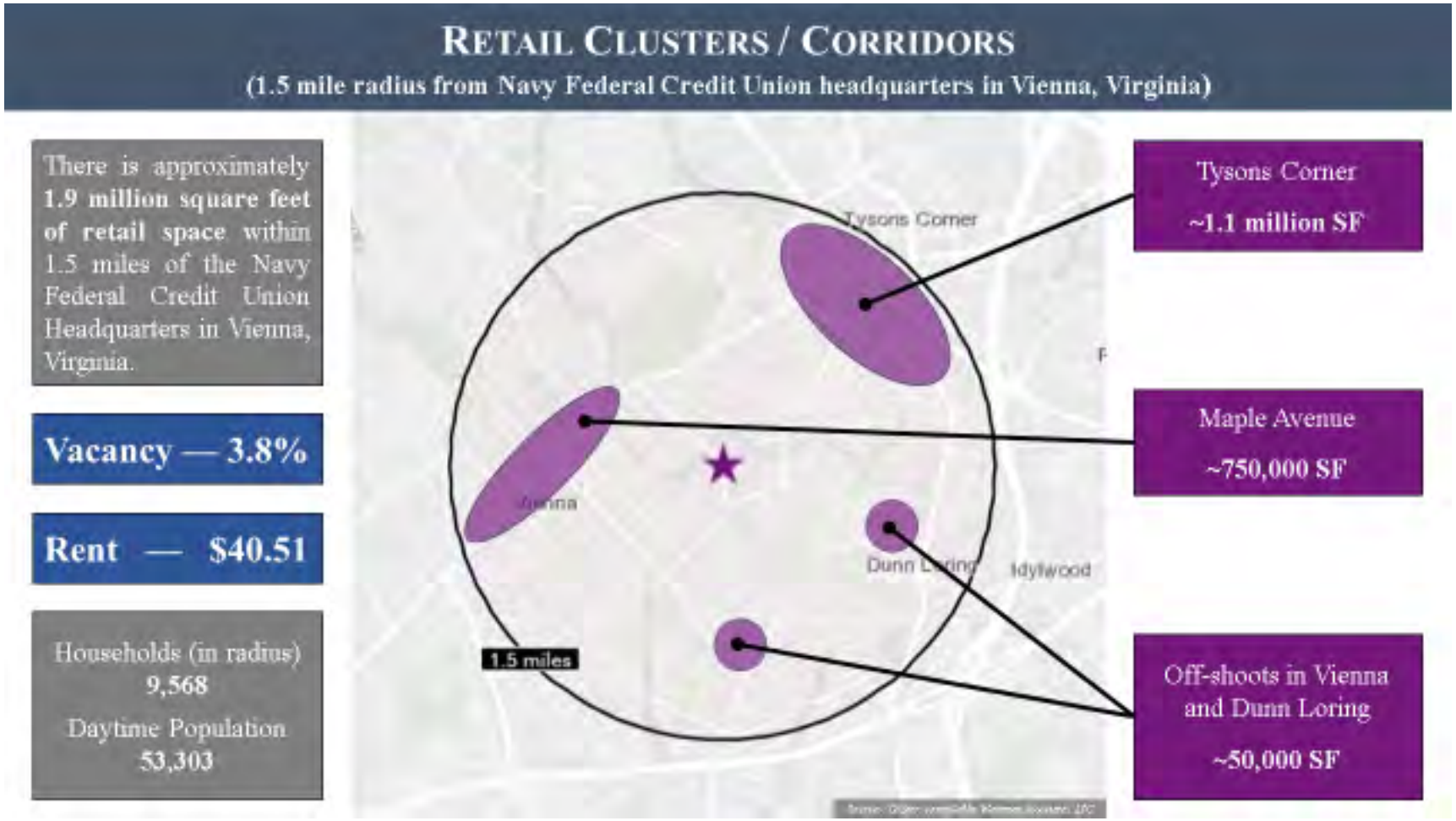
Precedent for an array of retail uses surrounding the Pensacola campus is set by the dense retail offerings surrounding the Navy Federal headquarters in Vienna.



Source: ESRI; CoStar; compiled by Weitzman

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There is retail planned including a Publix-anchored at Nine Mile and Beulah roads as well as future phases of the Inspire development. However, supply is minimal, and there is great potential for new retail at OLF8, driven primarily by convenience and necessity-based retail.

We recommend constructing approximately 187,500 square feet of retail on OLF8, with an emphasis on:

- Specialty grocery;
- Neighborhood retail;
- F&B;
- Outdoor, experiential retail; and
- Convenience retail and services.

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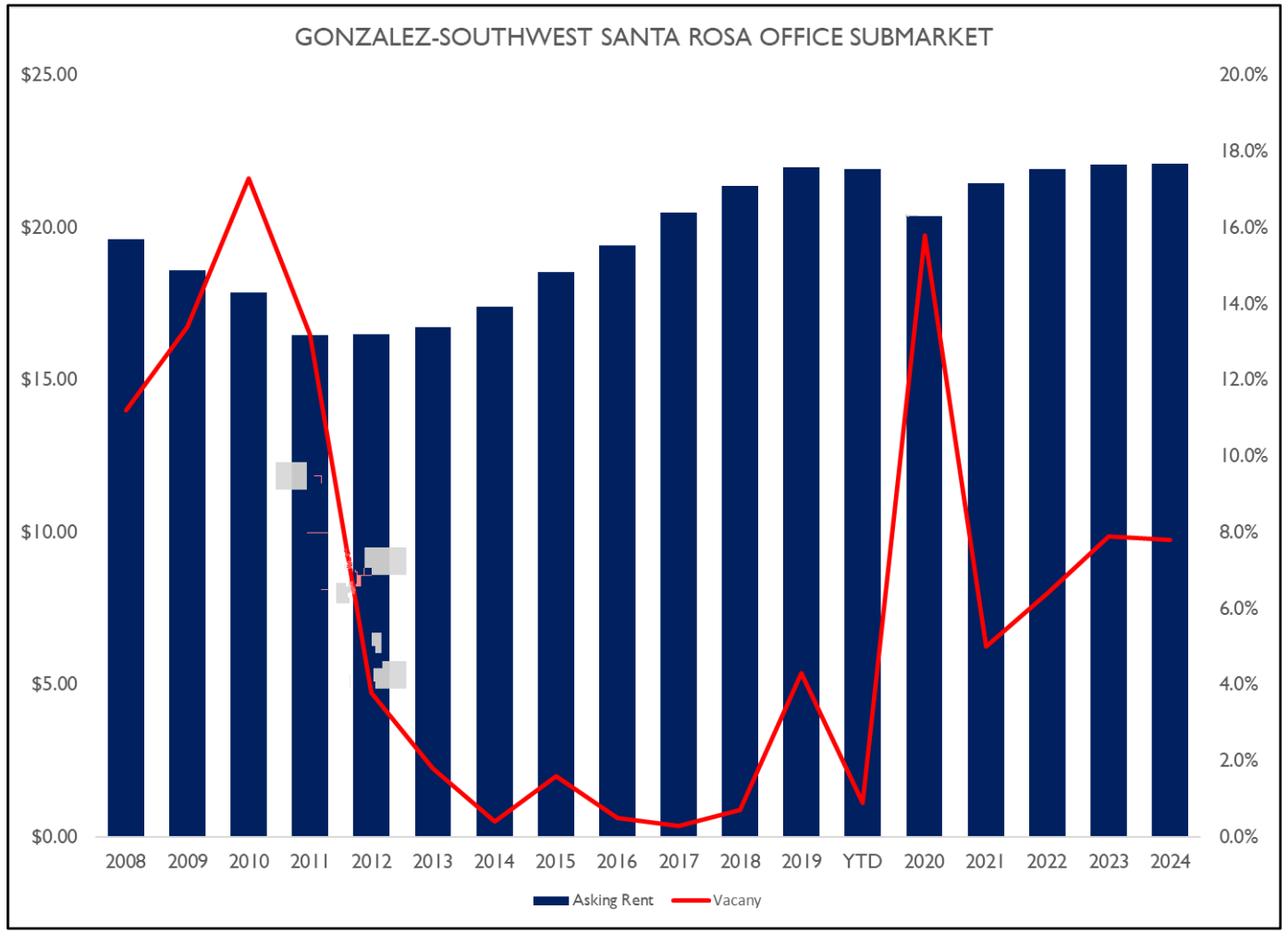
Office Market

While vacancy has been historically low in OLF8's office submarket since the Great Recession, it has increased in recent years. Rent is projected to remain above $20 per square foot.



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In addition to Navy Federal's campus, office space proximate to OLF8 has a tenant profile generally comprised of professional, engineering, and medical services.

5016 Grande Drive (under construction medical office)

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Conservatively, we believe that OLF8 could absorb 20,000 to 50,000 square feet of new office space in its first phase. Tenant recruitment efforts will be crucial.

PENSACOLA METRO OFFICE DEMAND ANALYSIS PROJECTED OLF-8 SITE DEMAND CAPTURE ESTIMATE			
Estimated New Annual Relevant Office Jobs	267		
Estimated Office Space Per Employee	Low	Mid	High
	225	275	325
Total Office Demand in SF	60,155	73,522	86,890
Less Current Vacant Space (4& 5 Star)	33,873		
Current Undersupply (Oversupply)	Low	Mid	High
	26,282	39,649	53,017

Source: Oxford Economics, CoStar; estimates by Weitzman Associates, LLC

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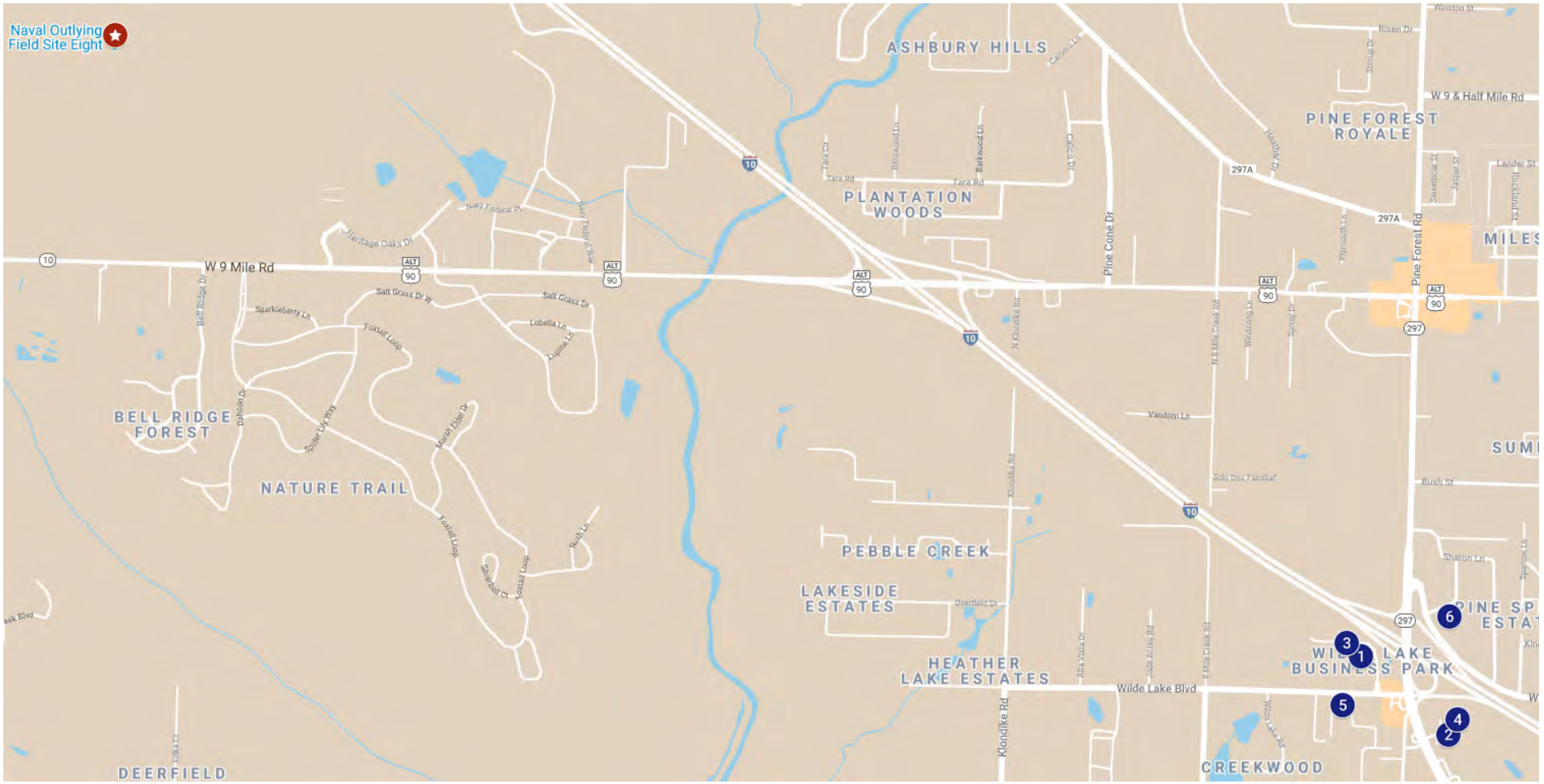
Hotel Market

We have defined a competitive set of hotels that speak to the potential performance of a new hotel at OLF8. The 6 properties are located to the southeast, at the intersection of I-10 and Pine Forest Road.



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The 6 properties total 425 rooms. In 2019, they achieved an ADR (average daily rate) of $115, occupancy of 76.4%, and RevPAR (revenue per available room) of $88. Their brands are primarily limited- or select-service.

HOTEL MARKET PERFORMANCE
COMPETITIVE SET

	2015	2016	2017	2018	2019	Avg Annual Chg 2015-2019	Year-to-date May 2019	Year-to-date May 2020
Supply (Rooms)	257	257	258	258	287		258	409
--% Change	----	0.0%	0.3%	0.1%	11.3%	2.8%	----	58.4%
Occupancy	72.0%	77.2%	81.2%	81.2%	76.4%		82.3%	46.2%
--% Change	----	7.2%	5.3%	0.0%	-5.9%	1.5%	----	-43.8%
ADR	$109.91	$110.78	$113.39	$114.35	$115.15		$112.69	$100.56
--% Change	----	0.8%	2.4%	0.8%	0.7%	1.2%	----	-10.8%
RevPAR	$79.12	$85.48	$92.09	$92.87	$87.99		$92.72	$46.49
--% Change	----	8.0%	7.7%	0.8%	-5.3%	2.7%	----	-49.9%

Set includes: Name	Rooms (per STR)	Affiliation Date	Open Date
Hampton Inn Pensacola I 10 Pine Forest Road	75	Dec-14	Dec-14
Fairfield Inn & Suites Pensacola West I-10	87	Sep-19	Sep-19
Home2 Suites by Hilton Pensacola I-10 Pine Forest Road	80	Feb-20	Feb-20
Holiday Inn Express & Suites Pensacola W I 10	64	Jun-06	Jun-06
Country Inn & Suites Pensacola West	63	Sep-08	Sep-08
Best Western Plus Blue Angel Inn	56	Feb-11	Mar-07
Total	425		

Source: STR; compiled by Weitzman Associates, LLC

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Assuming an opening date of 2024, a new hotel at the OLF8 site could achieve stabilized ADR of $144, occupancy of 74%, and RevPAR of $107. This is contingent upon what else is built at OLF in order to induce new demand. We recommend a select-service brand.

PROJECTED OCCUPANY AND ADR
OLF 8 MASTER PLAN

Projection Year Ending 12/31	2024	2025	Stabilized 2026
Projected ADR	$136.00	$140.08	$144.28
Projected Occupancy	63.0%	69.0%	74.0%
Projected RevPAR	$85.68	$96.66	$106.77
% Change	---	*12.8%*	*10.5%*

Source: Projections by Weitzman Associates, LLC

Residence Inn® Marriott®

TOWNEPLACE SUITES® BY MARRIOTT

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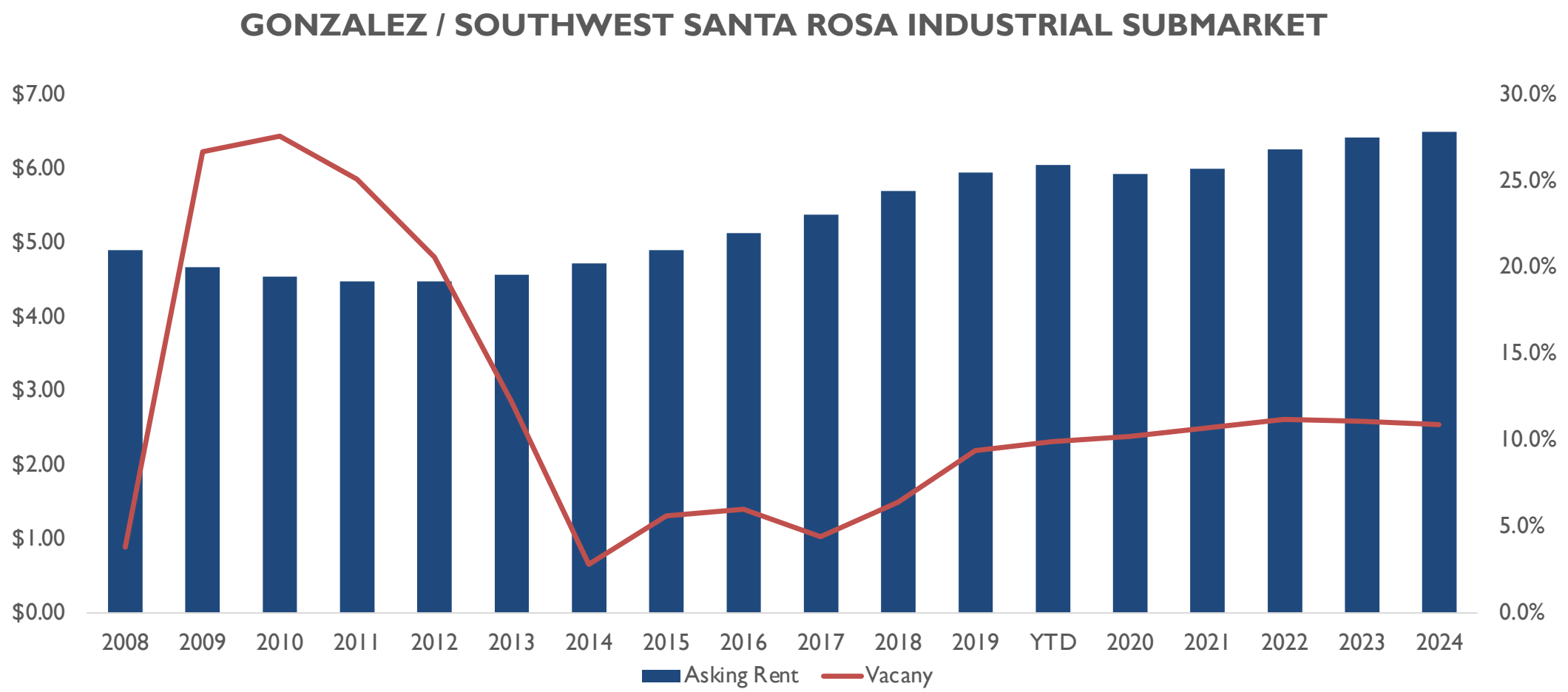
INDUSTRIAL MARKET

The industrial market in which OLF8 is situated has experienced steady rent growth and declining vacancy over the past decade, trends which are projected to persist.



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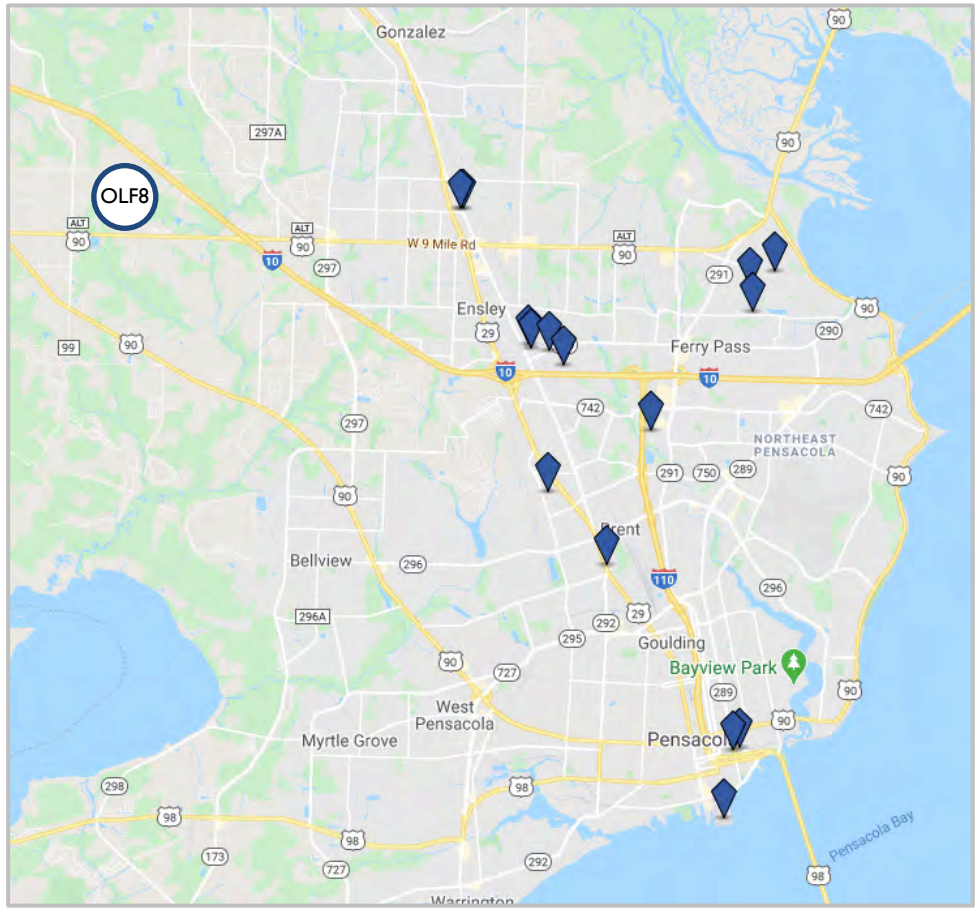
However, industrial leasing has been sporadic across the Pensacola Metro Area, and net absorption has been largely negative in recent years. Most new lease transactions are located east of the OLF8 site.

GONZALEZ / SOUTHWEST SANTA ROSA INDUSTRIAL SUBMARKET OVERALL SUPPLY & DEMAND					
	Inventory			Net Absorption	
Year	Sq. Ft.	Growth (SF)	Growth (%)	Sq. Ft.	Inventory (%)
2008	2,062,085	74,251	3.7%	318,301	15.4%
2009	2,062,085	0	0.0%	-473,390	-23.0%
2010	2,070,515	8,430	0.4%	-12,506	-0.6%
2011	2,070,515	0	0.0%	52,320	2.5%
2012	2,070,515	0	0.0%	93,425	4.5%
2013	2,070,515	0	0.0%	173,352	8.4%
2014	2,070,515	0	0.0%	195,220	9.4%
2015	2,070,515	0	0.0%	-58,200	-2.8%
2016	2,070,515	0	0.0%	-8,500	-0.4%
2017	2,070,515	0	0.0%	32,859	1.6%
2018	2,059,887	-10,628	-0.5%	-50,926	-2.5%
2019	2,059,887	0	0.0%	-62,441	-3.0%
YTD	2,099,887	40,000	1.9%	26,869	1.3%
2020	2,099,599	39,712	1.9%	20,091	1.0%
2021	2,100,800	1,201	0.1%	-10,632	-0.5%
2022	2,108,103	7,303	0.3%	-3,560	-0.2%
2023	2,117,409	9,306	0.4%	11,185	0.5%
2024	2,126,488	9,079	0.4%	12,649	0.6%

Source: CoStar; compiled by Weitzman Associates, LLC



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Other commerce parks in Escambia County have resulted in mixed success in terms of job creation. However, we believe that a new commerce park at OLF could generate approximately 20 new jobs per acre.

Escambia County - Business/Industrial Park Inventory											
Park Name	Total Park Acreage	Non-Usable / Reserved Acreage	Occupied Acreage	Available Acreage Public	% Available Public	Available Acreage Private	% Available Private	Number of Companies	Number of Jobs	Jobs per Usable Acre	Estimated Annual Payroll
Bell -Heritage Oaks Commerce Park	300.0	125.0	175.0	0.0	0%	0.0	0%	1	8,700	49.7	$ 348,000,000
Ellyson Industrial Park	673.2	57.7	567.7	3.9	1%	44.0	7%	123	3,600	6.3	$ 144,000,000
Central Commerce Park	338.3	284.0	21.1	2.7	1%	30.5	9%	3	40	1.9	$ 1,600,000
The Bluffs, Northwest Florida's Industrial Campus	2,115.0	596.0	600.0	588.0	28%	331.0	**16%**	1	830	1.4	$ 33,200,000
Century Industrial Park	127.5	12.7	27.3	87.4	69%	0.0	0%	2	140	5.1	$ 5,600,000
Marcus Point Commerce Park	137.2	20.7	78.8	14.5	11%	23.3	17%	12	1,340	17.0	$ 53,600,000
Total	**3,691.2**	**1,096.1**	**1,469.9**	**696.5**	**19%**	**428.8**	**12%**	**142.0**	**14,650**	**10.0**	**$ 586,000,000**

Source: FloridaWest Economic Development Alliance; compiled by Weitzman Associates, LLC

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We recommend allocating approximately 100 acres of OLF8 to be developed as a new "innovation campus" that can attract companies of the future. This could, in the future, capture demand that has otherwise selected Santa Rosa county.

COMMITTED SANTA ROSA PROJECTS THAT PASSED OVER ESCAMBIA COUNTY (2019 - PRESENT)					
Company Type	Square Feet Required	Acreage Required	Number of Jobs Created	Average Wage per Job	Capital Investment
Beverage Distributor	190,500	35	182	$41,000	$20,000,000
Food Distributor	350,000	50	400	$46,000	$50,000,000
Medical Device Distributor	100,000	8	90	$53,000	$6,000,000
Food Distributor	25,000	5	30	$41,000	$3,000,000
Manufacturing / Distribution	20,000	3	50	$41,000	$1,000,000
Metal Manufacturing	25,000	5	10	$41,000	$600,000
Energy Manufacturing	200,000	40	50	$41,000	$20,000,000
Consumer Goods Distribution	150,000	15	35	$42,000	$15,000,000
TOTAL	**1,060,500**	**161**	**847**	**$37,842,000**	**$115,600,000**
AVERAGE	**132,563**	**20**	**106**	**$44,678**	**$14,450,000**

Source: Confidential; compiled by Weitzman Associates, LLC

Extant demand alone is not sufficient to implement this recommendation. In order to achieve this goal, Escambia County will need to:

- Execute a strong marketing campaign;
- Built I-10 linkage;
- Offer tax incentives;
- Built infrastructure on the OLF8 site; and
- Provide free / inexpensive land to prospective end-users.

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Key Development Recommendations: Mix of Uses, Phasing, and Themes

We recommend a development program for OLF8 broken out into 4 phases. In total, it would include 1,900 residential units (1,300 rental, 600 for-sale), 182,500 square feet of retail, 600,000 square feet of office / industrial space, and a 100-key hotel.

WEITZMAN'S RECOMMENDED PHASING SCHEDULE OLF8 MASTER PLAN										
Phase	Traditional Residential Rental (Units)	Loft Rental Apartments (Units)	Two-Flat For-Sale Townhomes (Units)	For-Sale Townhomes (Units)	Serviced For-Sale Patio Homes (Units)	For-Sale Cottages (Units)	For-Sale Single-Family Homes (Units)	Retail (Square Feet)	Industrial / Office (Square Feet)	Hotel (Keys)
Phase 1	200 units	100 units	100 units	100 units	100 units	100 units	0 units	60,000 SF	300,000 SF	0 keys
Phase 2	200 units	100 units	100 units	100 units	0 units	0 units	100 units	55,000 SF	150,000 SF	0 keys
Phase 3	200 units	0 units	0 units	0 units	0 units	0 units	100 units	67,500 SF	150,000 SF	0 keys
Phase 4	300 units	0 units	0 units	0 units	0 units	0 units	0 units	0 SF	0 SF	100 keys
TOTAL (UNITS / SQUARE FEET)	**900 units**	**200 units**	**200 units**	**200 units**	**100 units**	**100 units**	**200 units**	**182,500 SF**	**600,000 SF**	**100 keys**

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We recommend curating the urban design and placemaking aspect of the master plan to be inspired by the concept of an "agrihood," communities centered around agriculture and outdoor amenities/recreation. Such developments are highly marketable and command higher price points.

Serenbe

- Agrihoods present a competitive edge.
- Agrihoods promote health and social interaction.
- Agrihoods can support an attractive return on investment.
- Agrihoods can provide environmental benefits.
- Agrihoods create jobs and support the local economy

Arden

WEITZMAN ASSOCIATES, LLC
355 Lexington Avenue
New York, NY 10017

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Providing there are property urban design buffers, an authentic "agrihood"-inspired development can complement a commercial "innovation campus" toward the northern end of the OLF8 site.

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New York, NY 10017

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DPZ
CODESIGN

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IMPACT CAMPAIGNS | WEITZMAN | URBAN 3 | NELSON / NYGAARD | GIT CONSULTING | SPECK & ASSOCIATES

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18191 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/03/2020
Issue: Local Government Contribution for SAIL Housing Tax Credit Applications through Florida Housing Finance Corporation
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Contribution for SAIL Housing Tax Credit Applications through Florida Housing Finance Corporation - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Local Government Contribution for SAIL Housing Tax Credit Applications through Florida Housing Finance Corporation:

A. Support the provision of a minimum local government contribution, in the amount of $37,500, for multi-family developments applying for State Apartment Incentive Loan (SAIL) financing through Florida Housing Finance Corporation (FHFC) under RFA 2020-205;

B. Approve the local Application Form and timelines, to include some flexibilities as needed regarding local community meetings due to COVID-19; and

C. Support the provision of an additional $100,000 for developments providing two units set aside for extremely low income homeless or special needs households.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

BACKGROUND:

Florida Housing Finance Corporation (FHFC) will be opening a competitive Request For Applications (RFA) for multifamily developments interested in State Apartment Incentive Loan (SAIL) funding. RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits is expected to be issued on October 15, 2020, with a deadline to FHFC in November 2020, (date not finalized as of the date of this recommendation). Though the draft RFA is currently not available, it is anticipated that a local government contribution of $37,500 will be required for a developer to submit an application to FHFC as in the past.

The Board approved a process for review of Applications applying for FHFC funding that would require the local Government Contribution, which was approved on May 4, 2017. The Application provided with this Recommendation is being updated to include current FHFC RFA information and deadlines. Staff is proposing submission of the local Application by October 12, 2020, in order to place the item on the November 5, 2020, Board Agenda. The Application has also been updated with the current Racially and Ethnically Concentrated Areas of Poverty (RECAP) area, which is census tract 16 in District 3; no developments may be proposed for local government funding in this area as directed by prior Board policy. It should be noted that FHFC also prohibits applications for developments within one mile of newly approved FHFC developments, which will prohibit development of units near Lucas Creek at 7815 Lilac Lane and Brownsville Manor on West DeSoto Street.

Staff is again proposing providing $100,000 in addition to the minimum local government contribution of $37,500 to developments that commit to set aside two of the units to extremely low income homeless, formerly homeless, or special needs households. If funding is awarded by FHFC, the developer proposing the homeless set aside would be required to receive referrals from Opening Doors Northwest Florida as the local Continuum of Care (COC) for the units and execute an agreement or memorandum of understanding with Opening Doors in addition to the Agreement to be executed with the County. The units must be reserved for extremely low income households and the rent limit cannot exceed the 30% rent limits based on bedroom size. Provision of a homeless or special needs set aside enables the County to help meet SHIP mandated extremely low income and special needs set asides, as well as help provide the COC support in its competitive HUD COC funding application by showing that the area is seeking to provide units for homeless households transitioning out of supportive housing.

Documents related to RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits is available online here

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state.

Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded financing through FHFC during this application cycle. Applications will be brought to the November 5, 2020, Board meeting for review and approval for the local government funding contribution.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Review of the application process, including proposed changes, must be approved by the Board. Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will post the application online and will review applications with the support of other County departments including Development Services.

Attachments

2020-205 SAIL Application

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT CONTRIBUTION APPLICATION
FOR FHFC HOUSING TAX CREDITS
[RFA 2020-205]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the required minimum Local Government Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Funding to be provided by Escambia County State Housing Initiatives Partnership (SHIP) Program and/or Escambia County Affordable Housing program funds will be available only for proposals that meet the County's criteria. Successful applicants must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided.

Escambia County funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms. Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS/SPECIAL NEEDS SET ASIDE FUNDING:

If developer will commit to set aside TWO (2) units for a homeless or special needs set aside units, an additional $100,000 will be provided by the County over and above the minimum contribution required by FHFC. The units must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on the units must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC. The developer may set aside two homeless units, two special needs units, or one of each; the set aside unit requirement to obtain the additional funding is TWO units total.

For homeless units, the developer would commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds.

For special needs units, the developer would need to commit to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

The current 30% SHIP income and rent limits (effective 4/1/20) for Escambia County are as follows (please note that FHFC Multifamily Rental Program Extremely Low Income and rent limits posted for Escambia County may differ from the amounts below):

Household Size	Income Limit
1	$13,700
2	$16,460
3	$20,780
4	$25,100

Bedroom Size	Monthly Rent Limit
0	$342
1	$377
2	$519
3	$681

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following regarding Escambia County funding:
   a. All units supported by County funds must remain affordable for a minimum of 15 years from the occupancy date.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. The County will require annual monitoring of the project for compliance with occupancy, rent and income limits, resident program offerings, and property conditions.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. If selected by the County for the local government contribution, the developer will be required to utilize the Escambia County Housing Finance Authority (ECHFA) for issuance of any tax-exempt bonds.
4. Funding commitments are good through June 30, 2021 for RFA 2020-205.
5. Incomplete applications will not be considered.
6. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or

in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.

7. Scoring criteria is provided at the end of this document.
8. Any clarification, correction, or change to this application will me made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2020-205
Application Deadline:	5 p.m., October 12, 2020
Board of County Commissioners Meeting:	9 a.m., November 5, 2020

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered by the Escambia County Board of County Commissioners. All threshold requirements must be met at the time of application.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (5) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments. The address and site considered for review and funding under this RFA must match the address and site reviewed by the applicable review body.
   a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note

that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.

b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655 or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Director, at 850-858-0350 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

5. Evidence of Site Control as documented by a deed or certificate of title, eligible contract, or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 years' experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development by submission of the property owner contact list utilized as well as any other available confirmation. Copies of flyers, emails, mailouts, advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents. Please notify the County in advance at HTC@myescambia.com of the date and time of the meeting. Due to COVID-19, the County encourages virtual meetings, creation of a webpage containing project details, and/or acceptance of online or email comments regarding the project.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON. Applicant or its principals may not be in default with any County housing programs.

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
* submit the entire application on one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 6-11)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide executed evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tract 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: **Number of Set Aside Units:**

Is project located in a 2020 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: _____

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY OUTREACH/SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution may be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☐ YES If yes, please continue below.

_____ Number of Homeless Units
_____ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications. The proposer recognizes that any tax-exempt debt to be used in connection with financing the project will be issued through the ECHFA and agrees that this application will also be considered an application to the ECHFA for such assistance.

Signature: _____ Date: _____

SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Reviewer: _____

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		

Local Community Benefits	10	
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18476 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/03/2020
Issue: Acquisition of Real Property located at 4313 Erress Boulevard
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 4313 Erress Boulevard for the Erress Boulevard and Diego Circle Blight Reduction Project - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following September 3, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), either approve, by super majority vote, or deny the following action:

A. Authorizing the purchase of real property located at 4313 Erress Boulevard, from Willie Wright Jr., for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $17,000 (County's appraised value is $13,000);

B. Approving the Contract for Sale and Purchase for the acquisition of real property located at 4313 Erress Boulevard (.0753 acres); and

C. Authorizing the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in Commission District 3.

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

BACKGROUND:

During the June 22, 2017, BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood & Human Services staff have identied over 30 potential parcels to solicit for acquisitions. Staff has sent correspondences to all identified vacant properties and have completed appraisal reports, title insurance commitments, and other related activities implementing this projects. The acquisition checklist has been provided with this Recommendation.

Westermark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located in the CRA Palafox Redevelopment District. Many of the units within the neighborhood have become neglected and/or abandoned, leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.
A preliminary offer was made to the property owner for the appraised value of the property at $13,000, but the owner has counteroffered with $17,000. The current property value from the Escambia County Property Appraiser notes the cap value at $21,269. Four votes from the Board would be needed to authorize this purchase price.

BUDGETARY IMPACT:

Funding for acquisition is budgeted in FUND 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract for Sale and Purchase was reviewed and approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. Any additional documents will be reviewed by the County Attorney's office for approval.

PERSONNEL:

Not applicable to this Recommendation. All work associated with this request is being handled by County staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board action, Neighborhood & Human Services Department staff will implement in consultation with the County Attorney's office.

Attachments

4313 Erress Blvd Agreement

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Willie Wright Jr., an unmarried man, whose address is 1410 W. 165th Street, Compton, CA 90220 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on the 3rd day of September 2020.

2. PURCHASE PRICE; PAYMENT. The purchase price is $17,000, payable to Seller at closing. Seller shall be responsible for paying and satisfying at closing all other liens and encumbrances on the Property.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed, and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Seller have no right of specific performance. If Seller fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

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

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Neighborhood Enterprise Division
c/o Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, Florida 32502

TO SELLER:
Willie Wright Jr
1410 W. 165th Street
Compton, CA 90220

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects

and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Steven Barry, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 30, 2020

SELLER:

Witness

Michelle Lopez
Print Name

Witness

SHERRI J. GARDNER
Print Name

Willie Wright Jr.

Date 7/22/2020

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 22 day of July, 2020, by Willie Wright Jr. He (_) is personally known to me, or (X) has produced current Florida Driver License as identification.

Signature of Notary Public

Jackson Philip Arnold
Printed Name of Notary Public

(Notary Seal)

JACKSON PHILIP ARNOLD
Notary Public - California
Los Angeles County
Commission # 2274311
My Comm. Expires Jan 5, 2023

Exhibit “A”

4313 Erress Boulevard, Pensacola, FL 32507
Parcel ID: 09-2S-30-1000-042-008

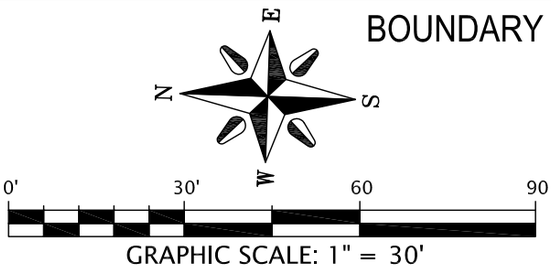
Legal Description:

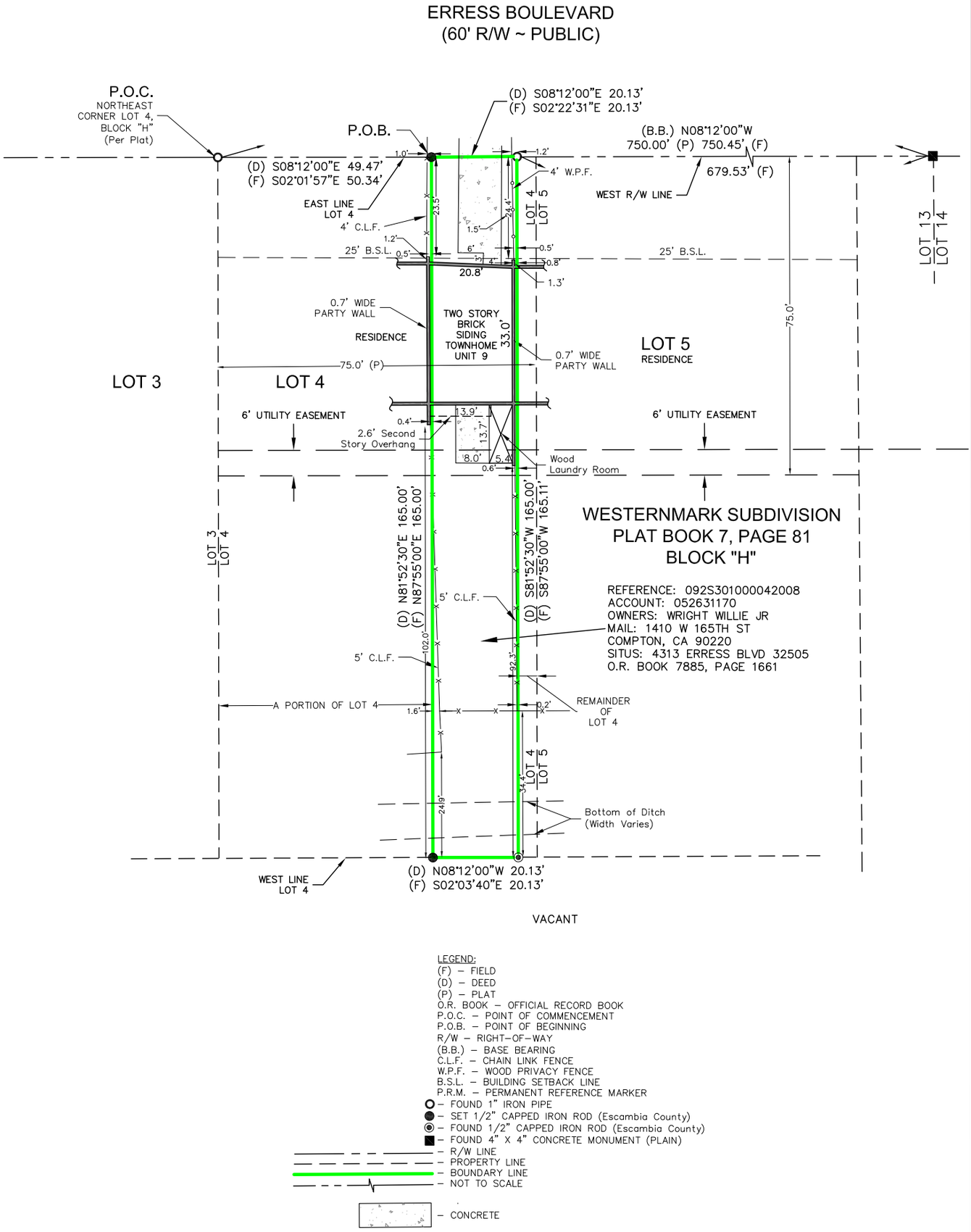
Portions of Block "H", WESTERNMARK SUBDIVISION, Escambia County, Florida, recorded in Plat Book 7, at Page(s) 81, more particularly described as Units as follows:

Unit 9: Commencing at the Northeast corner of Lot 4, Block "H", thence along the East line of said line of said Lot South 8 Degrees 12 Minutes 00 Seconds East, 49.47 feet for a Point of Beginning, thence continue along said East line South 8 Degrees 12 Minutes 00 Seconds East, 20.13 feet, thence South 81 Degrees 52 Minutes 30 Seconds West, 165.00 feet to the West line of said Lot 4, thence along said West line North 8 Degrees 12 Minutes 00 Seconds West, 20.13 feet, thence North 81 Degrees 52 Minutes 30 Seconds East, 165.00 feet to the Point of Beginning, being a part of Lot 4.

BOUNDARY & IMPROVEMENTS

EXHIBIT "A"





LEGEND:
(F) – FIELD
(D) – DEED
(P) – PLAT
O.R. BOOK – OFFICIAL RECORD BOOK
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
R/W – RIGHT-OF-WAY
(B.B.) – BASE BEARING
C.L.F. – CHAIN LINK FENCE
W.P.F. – WOOD PRIVACY FENCE
B.S.L. – BUILDING SETBACK LINE
P.R.M. – PERMANENT REFERENCE MARKER
○ – FOUND 1" IRON PIPE
● – SET 1/2" CAPPED IRON ROD (Escambia County)
◉ – FOUND 1/2" CAPPED IRON ROD (Escambia County)
■ – FOUND 4" X 4" CONCRETE MONUMENT (PLAIN)
– R/W LINE
– PROPERTY LINE
– BOUNDARY LINE
– NOT TO SCALE
– CONCRETE

Drawn By: MK	Project No.: 20200008	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 01/21/2020	Drawing No. L-6112	
Drawing Date: 01/30/2020	Field Book: 540 Page: 38, 40	
Section, Township, Range: 09, T-2-S, R-30-W		
Type of Survey: BOUNDARY & IMPROVEMENTS	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

BOUNDARY & IMPROVEMENTS

EXHIBIT "A"

Legal Description: (Per O.R. Book 7885, Page 1661).
Prepared at the request of the Community Redevelopment Agency
January 30, 2020

Portions of Block "H", Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as units as follows:

Unit 9: Commencing at the Northeast corner of Lot 4, Block "H", thence along the East line of said line Lot South 8 degrees 12 minutes 00 seconds East, 49.47 feet for a Point of Beginning, thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.13 feet, thence South 81 degrees 52 minutes 30 seconds West, 165.00 feet to the West line of said Lot 4, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.13 feet, thence North 81 degrees 52 minutes 30 seconds East,165.00 feet to the Point of Beginning, being a part of Lot 4.

SURVEYOR NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
    a. Projection Zone: Florida North (State Plane)
    b. Projection Type: Lambert Conformal Conic
    c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
    d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) This survey does not reflect, determine, or guarantee ownership.
6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
7) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
8) The horizontal positions shown hereon were derived from the utilization of a Topcon Hiper V Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
9) The field survey was performed on January 21, 2020 and recorded in Field Book 540, Pages 38 & 41.
10) Right of way and parcel lines are based on the Escambia County Property Appraiser Tax maps.
11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser Tax Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 7885, Page 1661; Plat Book 7, Page 81 of the public records of Escambia County, Florida.
13) The description and boundary survey are not full and complete without the other.
14) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
15) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
16) The survey error of closure meets the Survey Standards of Practice.

Drawn By: MK	Project No.: 20200008
Survey Date: 01/21/2020	Drawing No. L-6112
Drawing Date: 01/30/2020	Field Book: 540 Page: 38, 41
Section, Township, Range: 09, T-2-S, R-30-W	
Type of Survey: BOUNDARY & IMPROVEMENTS	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

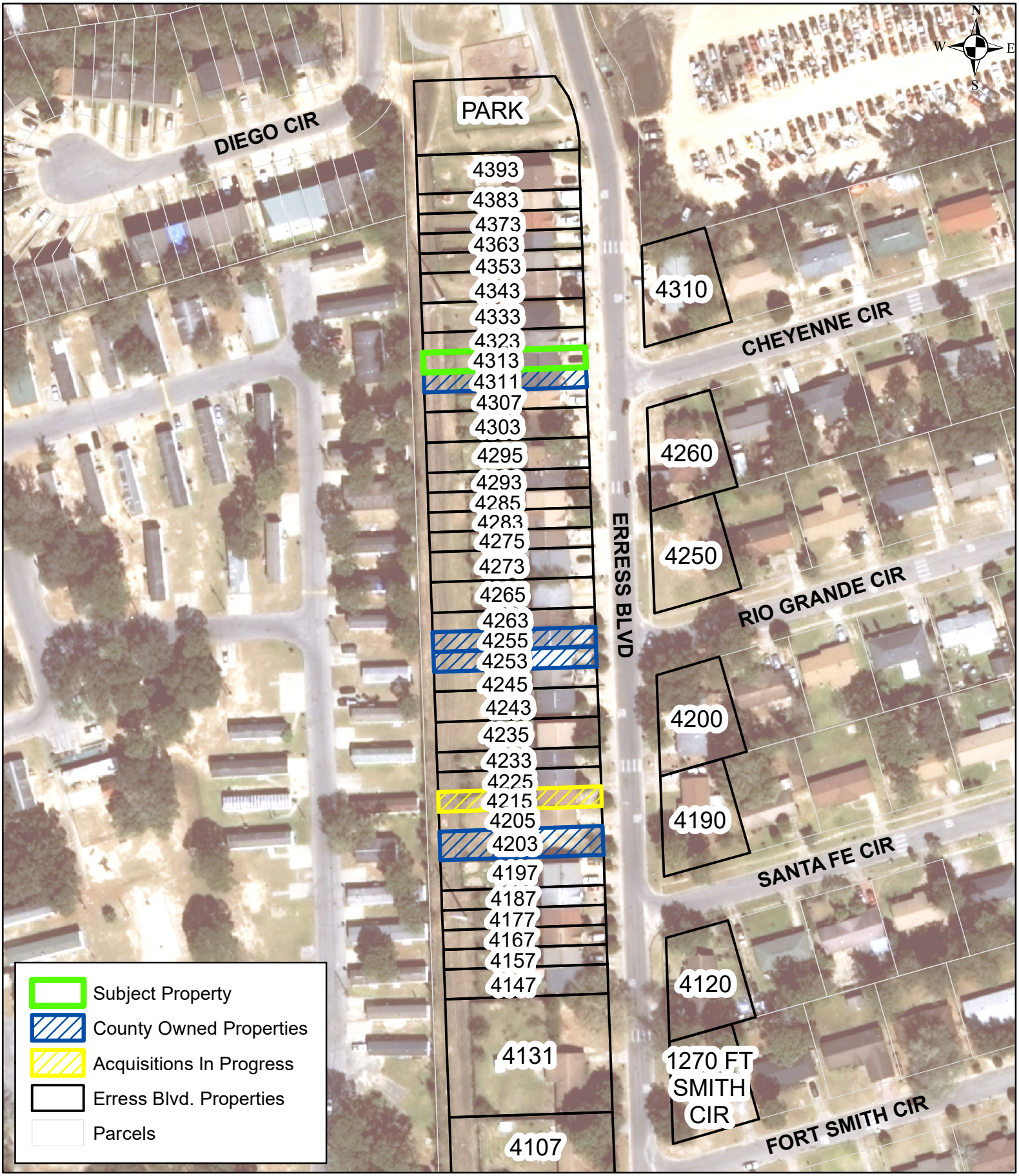
Date:

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida

I hereby certify that the Boundary Survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

4313

4313 ERRESS BLVD ACQUISITION



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. 8/10/2020

0 155 310 Feet

ESCAMBIA COUNTY FLORIDA

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference: 092S301000042008
Account: 052631170
Owners: WRIGHT WILLIE JR
Mail: 1410 W 165TH ST
COMPTON, CA 90220
Situs: 4313 ERRESS BLVD 32505
Use Code: SINGLE FAMILY - TOWNHOME
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	$2,000	$17,360	$19,360	$19,360
2018	$2,000	$13,860	$15,860	$14,300
2017	$2,000	$11,000	$13,000	$13,000

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/09/2018	7885	1661	$18,900	WD	View Instr
07/2004	5466	1346	$18,500	WD	View Instr
11/2000	4627	1082	$14,500	WD	View Instr
11/1983	1840	247	$27,400	WD	View Instr
01/1978	1237	29	$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
UNIT 9 BEG AT NE COR OF LT 4 ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 49 47/100 FT FOR POB CONT ALG E LI S 8 DEG 12...

Extra Features
None

Parcel Information

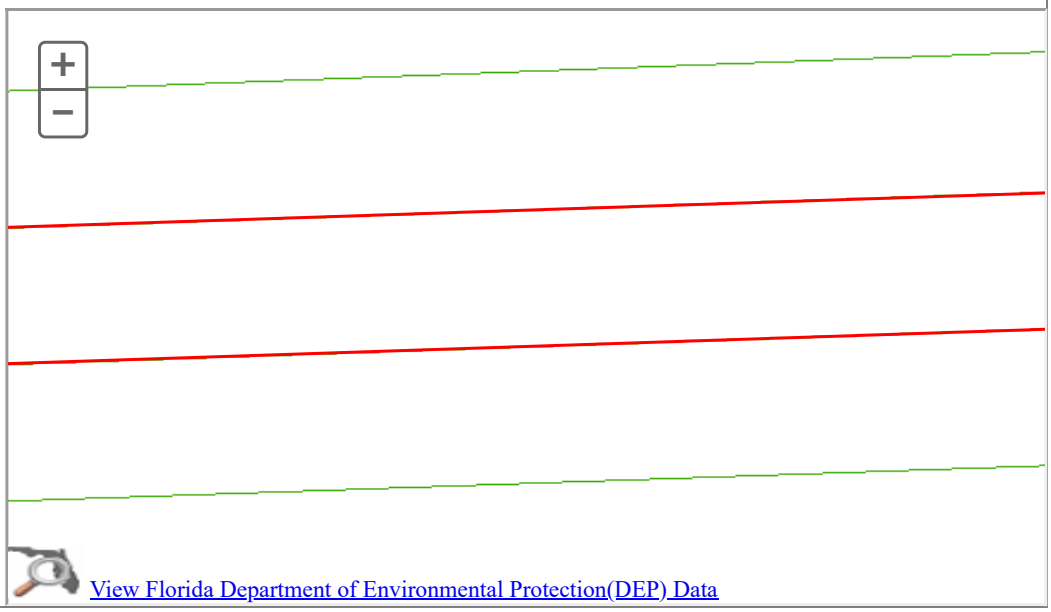
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0753

Zoned:
HDMU

Evacuation & Flood Information
Open Report

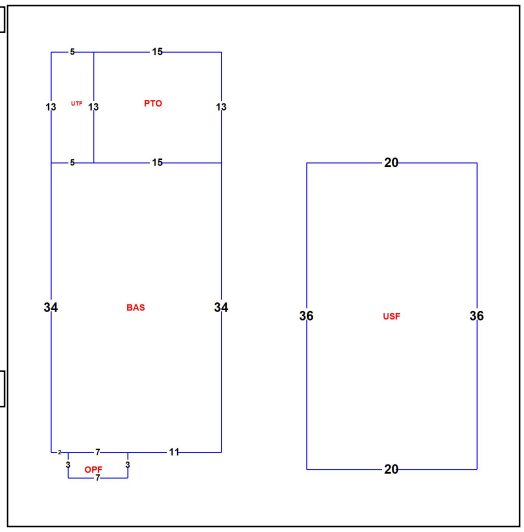


Buildings

Address:4313 ERRESS BLVD, Year Built: 1972, Effective Year: 1972

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-SHT.AVG.*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*2*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 1681 Total SF

BASE AREA - *680*
OPEN PORCH FIN - *21*
PATIO - *195*
UPPER STORY FIN - *720*
UTILITY FIN - *65*

Images

1/17/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Recorded in Public Records 4/18/2018 9:12 AM OR Book 7885 Page 1661, Instrument #2018029464, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $132.30

27.00
132.30

File No.: **1805099C**

THIS INSTRUMENT PREPARED BY AND RETURN TO:
JANNA BERRY
Surety Land Title of Florida, LLC
2600 N. 12th Avenue
PENSACOLA, FL 32503
Property Appraisers Parcel Identification (Folio) Number: **092S301000042008**

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 9th day of ~~March~~ April, **2018** by **Martha L Samuels, an unmarried woman** , whose post office address is **1806 N 8th Ave, Pensacola, FL 32503** herein called the grantor, to **Willie Wright Jr, an unmarried man** whose post office address is **1410 W 165th Street, Compton, CA 90220**, hereinafter called the Grantee:
(Wherever 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)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz.:

Legal: Portions of Block "H", Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, at Page 81, more particularly described as Units as follows: Unit 9: Commencing at the Northeast corner of Lot 4, Block "H", thence along the East line of said line of said Lot South 8 degrees 12 minutes 00 seconds East, 49.47 feet for a Point of Beginning, thence continue along said East line South 8 degrees 12 minutes 00 seconds East, 20.13 feet, thence South 81 degrees 52 minutes 30 seconds West, 165.00 feet to the West line of said Lot 4, thence along said West line North 8 degrees 12 minutes 00 seconds West, 20.13 feet, thence North 81 degrees 52 minutes 30 seconds East, 165.00 feet to the Point of Beginning, being a part of Lot 4.

Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.

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, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

J. Berry
Witness #1 Printed Name

Julie A. Carrier
Witness #2 Signature

Julie A. Carrier
Witness #2 Printed Name

Martha L Samuels
Martha L Samuels

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of ~~March~~ April, 2018 by Martha L Samuels who is personally known to me or has produced Driver License as identification.

SEAL

JANNA BERRY
MY COMMISSION # FF 199091
EXPIRES: March 14, 2019
Bonded Thru Budget Notary Services

Notary Public

Printed Notary Name

My Commission Expires:

BK: 7885 PG: 1662

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 Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of roadway: Erress Blvd

Legal Address of Property: 4313 Erress Blvd, Pensacola, FL 32505

The County (_XX_) has accepted (____) has not accepted the abutting roadway for maintenance.

This form completed by:

Surety Land Title, Inc.
2600 North 12th Avenue
Pensacola, FL 32503

AS TO BUYER (S):

Willie Wright JR

AS TO SELLER (S):

Martha Samuels

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

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 Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of roadway: Erress Blvd

Legal Address of Property: 4313 Erress Blvd, Pensacola, FL 32505

The County (_XX_) has accepted (____) has not accepted the abutting roadway for maintenance.

This form completed by:

Surety Land Title, Inc.
2600 North 12th Avenue
Pensacola, FL 32503

AS TO BUYER (S):

_____
Willie Wright JR

_____

AS TO SELLER (S):

Martha Samuels
Martha Samuels

_____

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

File No. V190118U

APPRAISAL OF

LOCATED AT:

4313 ERRESS BLVD
PENSACOLA, FL 32505

CLIENT:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT
221 PALAFOX PLACE.SUITE 200
PENSACOLA, FL, 32502

AS OF:

June 22, 2020

BY:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT
221 PALAFOX PLACE.SUITE 200
PENSACOLA, FL, 32502

File Number: V190118U

In accordance with your request, I have appraised the real property at:

4313 ERRESS BLVD
PENSACOLA, FL 32505

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of June 22, 2020 is:

$13,000
Thirteen Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190118U

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User NEIGHBORHOOD & HUMAN SERVICES DEF E-mail N/A

Client Address 221 PALAFOX PLACE.SUITE 200 City PENSACOLA State FL Zip 32502

Additional Intended User(s) FOR CLIENTS USE ONLY.

Intended Use TO DETERMINE MARKET VALUE FOR POSSIBLE ACQUISITION. SUBJECT APPRAISAL IS CONSIDERED A RESTRICTED REPORT.

SUBJECT

Property Address 4313 ERRESS BLVD City PENSACOLA State FL Zip 32505

Owner of Public Record WRIGHT WILLIE JR County ESCAMBIA

Legal Description See Attached Addendum.

Assessor's Parcel # 09-2S-30-1000-042-008 Tax Year 2019 R.E. Taxes $ 410.59

Neighborhood Name WESTERNMARK/PENSACOLA Map Reference 09-2S-30 Census Tract 31

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

SALES HISTORY

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer: Date 04/09/2018 Price $18,900 Source(s) PAR MLS # 534188, CRS/ESCPA

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) NO PRIOR TRANSFER NOTED FOR SUBJECT WITHIN PAST 36 MONTHS, PER PUBLIC RECORDS. SUBJECT HAD A PREVIOUS SALE 04/09/2018 FOR $18,900,000 PER PAR MLS # 534188, AND PUBLIC RECORDS.

Offerings, options and contracts as of the effective date of the appraisal NONE NOTED ON MLS OR FOR SALE BY OWNER.

NEIGHBORHOOD

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	89 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	1 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	10± Low	NEW	Multi-Family	1 %
Neighborhood Boundaries See Attached Addendum.								550+ High	90±	Commercial	2 %
								110± Pred.	30	Other VACAN	7 %

Neighborhood Description SUBJECT IS IN AN ESTABLISHED NEIGHBORHOOD PREDOMINATELY SINGLE FAMILY DWELLINGS, WITH COMMERCIAL BUSINESSES LOCATED ON MAIN STREETS IN MARKET AREA, AND OTHER RESIDENTIAL PROPERTIES IN PROXIMITY, WITH MARKET APPEAL BEING AVERAGE IN THE WEST PENSACOLA, FL AREA.

Market Conditions (including support for the above conclusions) THE SUBJECT MARKET IS CONSIDERED TO BE CURRENTLY STABLE IN GENERAL. MORTGAGE FUNDS AVAILABLE TO QUALIFIED BUYERS AT COMPETITIVE RATES. THERE IS NO EVIDENCE OF CONCESSIONS, BUYDOWNS OR DISCOUNTS WHICH WOULD AFFECT MARKET VALUE. RECENT DECREASES IN SHORT-TERM INTEREST RATES ARE NOT ANTICIPATED TO HAVE AN IMPACT ON THE MARKET.

SITE

Dimensions 20X164X20X164 ± (P.P.RCDS) Area .08 ACRE ± (P-RCDS) Shape RECTANGULAR View RESIDENTIAL/AVG

Specific Zoning Classification HDMU Zoning Description HDMU: HIGH DENSITY MIXED USE RESIDENTIAL

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe. THE SUBJECT HIGHEST AND BEST USE IS CONSIDERED TO BE ITS PRESENT USE DUE TO BEING IN A RESIDENTIAL SUBDIVISION.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street ASPHALT	[X]	[ ]
Gas	[ ]	[ ] NONE	Sanitary Sewer	[X]	[ ]	Alley NONE	[ ]	[ ]

Site Comments NO ADVERSE SITE CONDITIONS WERE NOTED. SEE FLOOD MAP ATTACHED. SITE SIZE AND FLOOD ZONE ARE SUBJECT TO CURRENT SURVEY. FLOOD ZONE LOCATION IS AN APPROXIMATION ONLY DUE TO FEMA FLOOD ZONE PANEL 12033C0360G, DATED 12/19/2006, NOT PINPOINTING SUBJECT. SUBJECT APPEARS TO BE IN FLOOD ZONE "X". SUBJECT IS CONNECTED TO PUBLIC SEWAGE.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials	
Units [X] One [ ] One w/Acc. unit [ ]		[X] Concrete Slab [ ] Crawl Space		Foundation Walls	CONCRETE/AVG	Floors	WWC/C-TILE/AV
# of Stories TWO		[ ] Full Basement [ ] Partial Basement		Exterior Walls	BRICK-WD/AVG	Walls	WD/DW/AVG
Type [ ] Det. [X] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.		Roof Surface	ASPH/SHING/AVG	Trim/Finish	WD/PAINT/AVG
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish N/A %		Gutters & Downspouts	NONE	Bath Floor	C-TILE/AVG
Design (Style) TOWNHOME		[ ] Outside Entry/Exit [ ] Sump Pump		Window Type	S-H ALUM/AVG	Bath Wainscot	C-TILE/AVG
Year Built 1972				Storm Sash/Insulated	NONE/AVG	Car Storage	[ ] None
Effective Age (Yrs) 50 YRS				Screens	YES/AVG	[X] Driveway	# of Cars 1
Attic	[ ] None	Heating [X] FWA [ ] HW [ ] Radiant		Amenities	[ ] WoodStove(s) #	Driveway Surface	CONCRETE
[ ] Drop Stair	[ ] Stairs	[ ] Other Fuel ELECTRIC		[ ] Fireplace(s) #	[X] Fence METAL	[ ] Garage	# of Cars
[ ] Floor	[X] Scuttle	Cooling [X] Central Air Conditioning		[X] Patio/Deck OP	[X] Porch STOOP	[ ] Carport	# of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other		[ ] Pool	[X] Other UTILITY	[ ] Att. [ ] Det.	[ ] Built-in

Appliances [ ] Refrigerator [ ] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [X] Other (describe)

Finished area **above** grade contains: 7 Rooms 3 Bedrooms 1.1 Bath(s) 1,369 Square Feet of Gross Living Area Above Grade

Additional Features See Attached Addendum.

Comments on the Improvements See Attached Addendum.

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GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190118U

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
4313 ERRESS BLVD		606 N FAIRFIELD DRIVE		2626 DELANO ST		711 FREMONT AVE	
Address PENSACOLA, FL 32507		PENSACOLA, FL 32506		PENSACOLA, FL 32505		PENSACOLA, FL 32505	
Proximity to Subject		4.29 miles SW		0.72 miles SE		0.64 miles NW	
Sale Price	$ N/A		$ 58,000		$ 29,500		$ 24,500
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 46.25 sq. ft.		$ 17.41 sq. ft.		$ 18.90 sq. ft.	
Data Source(s)	INSPECTION	MLS/PUBLIC RECORDS		MLS/PUBLIC RECORDS		MLS/PUBLIC RECORDS	
Verification Source(s)	PUBLIC RECD'S	DOM 0		DOM 56		DOM 7	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing	N/A	CASH		CASH		CASH	
Concessions	N/A	CLOSED		CLOSED		CLOSED	
Date of Sale/Time	N/A	09/27/2020		09/06/2019		08/14/2019	
Location	SUBURBAN/FAIR	SUBURBAN/AVG	-10,000	SUBURBAN/AVG	-5,000	SUBURBAN/AVG	-5,000
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	.08 ± ACRE/AVG	.06 ± ACRE/AVG	0	.27 ± ACRE/SUP	-2,900	.18 ± ACRE/SUP	-1,500
View	RESIDENT/AVG	RESIDENT/AVG		RESIDENT/AVG		RESIDENT/AVG	
Design (Style)	TOWNHOME	TOWNHOME		RANCH/SUP	-4,000	RANCH/SUP	-4,000
Quality of Construction	BRICK-WD/AVG	BRICK-VIN/AVG		WOOD/AVG		MSNRY/AVG	
Actual Age	47 ± YRS	35 ± YRS	0	58 ± YRS	0	60 ± YRS	0
Condition	POOR	FAIR-GOOD	-20,000	FAIR	-10,000	POOR	
Above Grade (Total / Bdrms. / Baths)	7 / 3 / 1.1	7 / 3 / 1.1		7 / 3 / 1.0	+3,000	7 / 3 / 1.0	+3,000
Gross Living Area	1,369 sq. ft.	1,254 sq. ft.	+1,700	1,694 sq. ft.	-4,900	1,296 sq. ft.	+1,100
Basement & Finished	NONE	NONE		NONE		NONE	
Rooms Below Grade	NONE	NONE		NONE		NONE	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	CENT HT & AC	CENT HT & AC		CENT HT & AC		CENT HT & AC	
Energy Efficient Items	WINS/BLDS/ETC	WINS/BLDS/ETC		WINS/BLDS/ETC		WINS/BLDS/ETC	
Garage/Carport	NONE	NONE		NONE		NONE	
Porch/Patio/Deck	CT/OP/AVG	CT/OP/AVG		OP/WD/EQL	0	PCH/EQL	0
FIREPLACE	NONE	NONE		NONE		NONE	
FENCE	FENCE/UT-RM	FENCE/UT-RM		FENCE/UT-RM		FENCE/UT-RM	
OTHER	NONE	KITCH-EQUIP	-4,000	KITCH-EQUIP	-4,000	KITCH-EQUIP	-4,000
Net Adjustment (Total)		☐ + ☒ -	$ 32,300	☐ + ☒ -	$ 27,800	☐ + ☒ -	$ 9,400
Adjusted Sale Price of Comparables		Net Adj. -55.7% Gross Adj. 61.6%	$ 25,700	Net Adj. -94.2% Gross Adj. 114.6%	$ 1,700	Net Adj. -38.4% Gross Adj. 80.0%	$ 15,100

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach See Attached Addendum

COST APPROACH

COST APPROACH TO VALUE

Site Value Comments LAND VALUE WAS NOT DEVELOPED DUE TO NOT BEING IN THE SCOPE OF WORK. THE COST APPROACH WAS NOT DEVELOPED OR USED IN DETERMINING VALUE, AND WAS NOT IN THE SCOPE OF WORK. THE COST APPROACH IS NOT PERTINENT TO OLDER HOMES, OR REQUIRED BY FHA, VA, OR FANNIE MAE.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data

Quality rating from cost service Effective date of cost data

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

EST. REMAINING ECONOMIC LIFE: 10 YRS. THE LAND TO VALUE RATIO IS TYPICAL FOR THE AREA. THE FLOOR AREA ESTIMATE SHOULD BE CONSIDERED AN APPROXIMATION ONLY.

OPINION OF SITE VALUE			= $
Dwelling	Sq. Ft. @ $		= $
	Sq. Ft. @ $		= $
Garage/Carport	Sq. Ft. @ $		= $
Total Estimate of Cost-New			= $
Less 60 Physical Depreciation	Functional	External	= $ ( )
Depreciated Cost of Improvements			= $
"As-is" Value of Site Improvements			= $
INDICATED VALUE BY COST APPROACH			= $

INCOME

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent $ X Gross Rent Multiplier 0 = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 13,000 **Cost Approach (if developed) $** **Income Approach (if developed) $** N/A

See attached Addendum.

This appraisal is made ☐ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed ☒ subject to the following:

See Attached Addendum.

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is $ 13,000 **as of** 06/22/2020 **, which is the effective date of this appraisal.**

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GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190118U

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
4313 ERRESS BLVD		179 N OLD CORRY FIELD RD					
Address PENSACOLA, FL 32507		PENSACOLA, FL 32507					
Proximity to Subject		3.03 miles SW					
Sale Price	$ N/A		$ 50,000		$		$
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 37.97 sq. ft.		$ 0.00 sq. ft.		$ 0.00 sq. ft.	
Data Source(s)	INSPECTION	MLS/PUBLIC RECORDS					
Verification Source(s)	PUBLIC RECD'S	DOM 4					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing	N/A	CASH					
Concessions	N/A	CLOSED					
Date of Sale/Time	N/A	08/07/2019					
Location	SUBURBAN/FAIR	SUBURBAN/AVG	-10,000				
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE					
Site	.08 ± ACRE/AVG	.05 ± ACRE/AVG	0				
View	RESIDENT/AVG	RESIDENT/AVG					
Design (Style)	TOWNHOME	TOWNHOME					
Quality of Construction	BRICK-WD/AVG	BRICK-VIN/AVG					
Actual Age	47 ± YRS	45 ± YRS	0				
Condition	POOR	FAIR-GOOD	-20,000				
Above Grade Room Count (Total / Bdrms. / Baths)	7 / 3 / 1.1	7 / 3 / 1.1		/ /		/ /	
Gross Living Area	1,369 sq. ft.	1,317 sq. ft.	0	sq. ft.		sq. ft.	
Basement & Finished	NONE	NONE					
Rooms Below Grade	NONE	NONE					
Functional Utility	AVERAGE	AVERAGE					
Heating/Cooling	CENT HT & AC	CENT HT & AC					
Energy Efficient Items	WINS/BLDS/ETC	WINS/BLDS/ETC					
Garage/Carport	NONE	NONE					
Porch/Patio/Deck	CT/OP/AVG	CT/OP/AVG					
FIREPLACE	NONE	NONE					
FENCE	FENCE/UT-RM	FENCE/UT-RM					
OTHER	NONE	KITCH-EQUIP	-4,000				
Net Adjustment (Total)		☐ + ☒ -	$ 34,000	☒ + ☐ -	$ 0	☒ + ☐ -	$ 0
Adjusted Sale Price of Comparables		Net Adj. -68.0% Gross Adj. 68.0%	$ 16,000	Net Adj. 0.0 % Gross Adj. 0.0 %	$ 0	Net Adj. 0.0 % Gross Adj. 0.0 %	$ 0

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach

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ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

Legal Description
UNIT 9 BEG AT NE COR OF LT 4 ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 49 47/100 FT FOR POB CONT ALG E LI S 8 DEG 12 MIN 00 SEC E 20 13/100 FT S 81 DEG 52 MIN 30 SEC W 165 FT TO W LI OF SD LT 4 THENCE ALG W LI N 8 DEG 12 MIN 00 SEC W 20 13/100 FT N 81 DEG 52 MIN 00 SEC E 165 FT TO POB PART OF LT 4 BLK H WESTERNMARK S/D PB 7 P 81 OR 7885 P 1661. ESC FL.

Neighborhood Boundaries
SUBJECT MARKET AREA IS LOCATED NORTH OF FAIRFIELD DRIVE, WEST OF I-110, SOUTH OF I-10, AND EAST OF BLUE ANGEL PKWY, IN THE WEST PENSACOLA FLORIDA AREA.

Additional Features
HORIZONTAL BLINDS, REAR OPEN PATIO, CEILING FANS, FENCE, SCUTTLE ATTIC ACCESS, UTILITY ROOM, ETC. WATER UTILITY ON AT TIME OF INSPECTION.

Condition of Improvements
THE SUBJECT DWELLING APPEARS TO BE IN POOR CONDITION. PHYSICAL DEPRECIATION STANDARD FOR AGE. NO FUNCTIONAL OR EXTERNAL INADEQUACIES NOTED AT THE TIME OF INSPECTION. SIGNIFICANT DEFERRED MAINTENANCE NOTED AT TIME OF INSPECTION DUE TO SUBJECT HAVING WATER DAMAGE FROM POSSIBLY ROOF OF SUBJECT LEAKING AND/OR ADJOINING TOWNHOME AND PLUMBING LEAKS, AND IS AS FOLLOWS: FRONT REAR ENTRY THRESHOLD AREA HAS WOOD ROT DAMAGE, ROTTEN WOOD NOTED ON UTILITY ROOM, DRYWALL REPAIR NEEDED, AC UNIT ON SITE BUT NOT WORKING DUE TO NO ELECTRIC UTILITY ON, CEILING IN FAMILY ROOM NEEDS REPAIRING FROM POSSIBLE BATHROOM LEAK ABOVE, KITCHEN HAS BEEN GUTTED AND NEEDS REPAIR/REPLACING, REAR EXTERIOR OF SUBJECT UTILITY ROOM AND REAR OF SUBJECT HAS ROOF AND POSSIBLE PLUMBING LEAKS AND SEVERE WOOD ROT DAMAGE. WINDOW IN FRONT UPSTAIRS NEEDS GLASS REPLACED. APPRAISER UNABLE TO DETERMINE CONDITION OF THE INTERIOR OF SUBJECT, DUE TO SUSPECTING HIDDEN DAMAGE CAUSED BY THE ELEMENTS, WATER INTRUSION, NEGLECT, AND RECOMMENDS CLIENT SEEK ESTIMATES FROM LICENSED CONTRACTOR(S), ETC. THE SUBJECT HAD A MUSTY ODOR AND COULD POSSIBLY HAVE MOLD DAMAGE DUE TO THE LENGTH OF TIME OF HAVING WATER INTRUSION. APPRAISAL SUBJECT TO INTERIOR INSPECTION UTILITIES ON, AND REPAIR ESTIMATES FROM LICENSED CONTRACTOR(S).

Comments on Sales Comparison
THE COMPARABLES CHOSEN WERE SALES OF HOMES IN THE SUBJECT MARKET AREA AND WERE GOOD INDICATORS OF VALUE FOR THE SUBJECT PROPERTY DUE TO SIMILARITY IN LOCATION, GLA, BEDROOMS, BATHROOMS, UTILITY, CONSTRUCTION, ACTUAL AND EFFECTIVE AGE, ETC. COMPS WERE CONSIDERED RECENT DUE TO BEING SALES UNDER 11 MONTHS TIME OF SALE, WITH COMP # 2 BEING UNDER 10 MONTHS TIME OF SALE, COMPS # 3 & 4 BEING UNDER 11 MONTHS TIME OF SALE, AND COMP # 1 BEING UNDER 5 MONTHS TIME OF SALE. SALES # 1 & 4 WERE OVER ONE MILE IN PROXIMITY TO SUBJECT DUE TO LACK OF MORE SIMILAR/RECENT SALES IN THE SUBJECT MARKET AREA IN CLOSER PROXIMITY. NO ADVERSE EFFECT ON VALUE DUE TO COMPS # 2 & 3 BEING UNDER ONE MILE IN DISTANCE.
PREVIOUS SALES/TRANSFERS: SUBJECT HAD PRIOR SALE IN THE PREVIOUS 36 MONTHS. SUBJECT SOLD FOR $18,900 PER PAR MLS# 534188 ON 04/09/2018. NO PRIOR SALE FOR COMP # 4 IN THE PRIOR 12 MONTHS. COMP # 2 HAD A PRIOR TRANSFER FOR $100 ON 10/15/2018 AS PART OF AN REO ACQUISITION. COMP # 3 HAD A PRIOR TRANSFER FOR $11,100 ON 06/19/2019 AS PART OF AN REO ACQUISITION.

Final Reconciliation
WEIGHT GIVEN TO THE MARKET APPROACH AS IT BEST REFLECTS THE MOST CURRENT BUYING/SELLING HABITS OF THE PUBLIC IN GENERAL. INCOME APPROACH CONSIDERED BUT NOT USED DUE TO A LACK OF RENTAL DATA, AND NOT BEING CONSIDERED PERTINENT OR RELIABLE PER HUD HAND BOOK. PERTINENT VALUE DETERMINANTS BRACKETED BY COMPARABLES EXCEPT IN LOCATION AND KITCHEN EQUIPMENT, DUE TO COMPS CONSIDERED TO BE IN A SUPERIOR LOCATION, AND SUBJECT HAVING GUTTED KITCHEN. GROSS, NET, AND LINE ADJUSTMENTS WERE HIGHER THAN NORMAL DUE TO CONDITION OF SUBJECT. THIS REPORT IS INTENDED FOR USE BY CLIENT FOR VALUE PURPOSES, AND IS NOT INTENDED FOR ANY OTHER USE OR PARTY. METHODS USED FOR THIS REPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN REPORT IS NOT VALID. ALL COMPS USED IN FINAL VALUE. SUBJECT APPRAISAL IS NOT INTENDED TO BE USED IN A FEDERALLY RELATED AND/OR BACKED MORTGAGE TRANSACTION. ALL COMPS INSPECTED FROM STREET. PHOTOS MAY BE FROM APPRAISERS FILES, MLS, OR OTHER SOURCES, AND ACCURATELY REFLECT THE COMPARABLES AT TIME OF SALE.
I HAVE NOT APPRAISED THE SUBJECT PROPERTY IN THE PAST 3 YEARS, TO THE BEST OF MY RECOLLECTION.

LONGER MARKETING TIMES SHOULD BE EXPECTED DUE TO PRICES IN THE AREA AND THE SMALL POOL OF QUALIFIED BUYERS. THERE IS AN EFFECTIVE NUMBER OF COMPETING PROPERTIES ON THE MARKET IN THIS AREA. THIS INDICATES THAT SUPPLY AND DEMAND ARE IN BALANCE. REASONABLE EXPOSURE PERIOD IS ESTIMATED TO BE UNDER 15 MONTHS. TYPICAL HOLDING PERIOD IS 3-7 YEARS. APPRAISER DOES NOT AGREE TO APPEAR IN COURT IN ANY REFERENCE TO SUBJECT APPRAISAL. IF APPRAISERS AGREES TO APPEAR IN COURT THE MINIMUM FEE RETAINER IS $5000.00, AND $175 PER HOUR THEREAFTER FOR COURT TIME, RESEARCH, ETC.

SUPPLEMENTAL ADDENDUM: IN FORMING AN OPINION OF MARKET VALUE THE APPRAISER RESEARCHED COUNTY PUBLIC RECORDS, COURTHOUSE RETRIEVAL SYSTEM, PAR MLS PUBLIC RECORDS, AS PART OF THE SCOPE OF WORK, ZONING, SALES HISTORY WERE ALSO PART OF THE SCOPE OF WORK REQUIRED BY USPAP. DIFFERENCES IN INFORMATION SYSTEMS REQUIRED THE APPRAISER TO FURTHER INVESTIGATE AND RELY ON THE SOURCE THAT WAS IN THE OPINION OF THE APPRAISER MOST ACCURATE. ANY SUBSEQUENT REVIEW ON THIS APPRAISAL MUST UTILIZE THE SOURCES NOTED OTHERWISE THEY COULD BE RELYING ON DATA THAT HAS ALREADY BEEN DETERMINED BY THIS APPRAISER NOT TO BE RELIABLE OR IN CONFORMANCE WITH THE VALUE OPINION REQUIRED OF THIS ASSIGNMENT. CONSULT THE LIMITING CONDITIONS FOR THE DEFINITION OF VALUE AND WHAT WAS REQUIRED OF THE COMPARABLES FOR FORMING AN OPINION OF VALUE.

SUBJECT APPRAISAL IS AN UPDATE AND WAS AN EXTERIOR INSPECTION ONLY FROM FRONT OF SUBJECT. INTERIOR PHOTOS AND REAR SUBJECT PHOTOS ARE FROM PREVIOUS INSPECTION. SUBJECT APPEARS TO HAVE BEEN VACANT SINCE PREVIOUS APPRAISAL AND DOES NOT APPEAR TO HAVE HAD ANY CHANGES FROM PREVIOUS APPRAISAL.

Conditions of Appraisal
THIS REPORT IS SUBJECT TO THE ATTACHED ASSUMPTIONS AND LIMITING CONDITIONS. APPRAISAL SUBJECT TO FINDINGS FROM A HOME INSPECTION AND/OR INSPECTION/FINDINGS FROM LICENSED CONTRACTOR AND COST ESTIMATES TO CURE

ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

SUBJECT DEFERRED MAINTENANCE AND WITH THE EXTRAORDINARY ASSUMPTION THAT THE INTERIOR OF THE SUBJECT PROPERTY IS NO MORE SEVERE AND/OR CONSIDERED A TOTAL LOSS WITH NO SALVAGEABLE ASPECTS, RESULTING IN THE NEED TO DEMOLISH ENTIRE STRUCTURE. IF A HYPOTHETICAL CONDITION AND/OR AN EXTRAORDINARY ASSUMPTION WAS USED IN THIS REPORT, ITS USE MIGHT HAVE EFFECTED THE ASSIGNMENT RESULTS.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.

4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.

5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.

6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.

7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.

8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.

11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

12. This appraisal is not for the purpose of, or to be used in a federally related transaction.

13. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

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Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

I have performed an appraisal, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this update assignment.
This is a restricted report.

Definition of Value: [X] **Market Value** [ ] **Other Value:**

Source of Definition: FIRREA

FIRREA DEFINITION OF MARKET VALUE: The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.
Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
(1) Buyer and seller are typically motivated;
(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) A reasonable time is allowed for exposure in the open market;
(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDRESS OF THE PROPERTY APPRAISED:
4313 ERRESS BLVD
PENSACOLA, FL 32505
EFFECTIVE DATE OF THE APPRAISAL: 06/22/2020
APPRAISED VALUE OF THE SUBJECT PROPERTY $ 13,000

APPRAISER

Signature: Victor Harrison
Name: VICTOR HARRISON/CERT RES RD7470
Company Name: GULF COAST APPRAISALS
Company Address: 1301 WILSON AVENUE
PENSACOLA, FL. 32507
Telephone Number: (850) 457-3552
Email Address: GULFCAPPRAISALS@AOL.COM
State Certification # CERT RES RD7470
or License #
or Other (describe): RD7470 State #: FL
State:
Expiration Date of Certification or License: 11/30/2020
Date of Signature and Report: 07/14/2020
Date of Property Viewing: 06/22/2020
Degree of property viewing:
[ ] Interior and Exterior [X] Exterior Only [ ] Did not personally view

SUPERVISORY APPRAISER

Signature:
Name:
Company Name:
Company Address:
Telephone Number:
Email Address:
State Certification #
or License #
State:
Expiration Date of Certification or License:
Date of Signature:
Date of Property Viewing:
Degree of property viewing:
[ ] Interior and Exterior [ ] Exterior Only [ ] Did not personally view

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ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

Definition of Value
Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal but not for a federally related mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

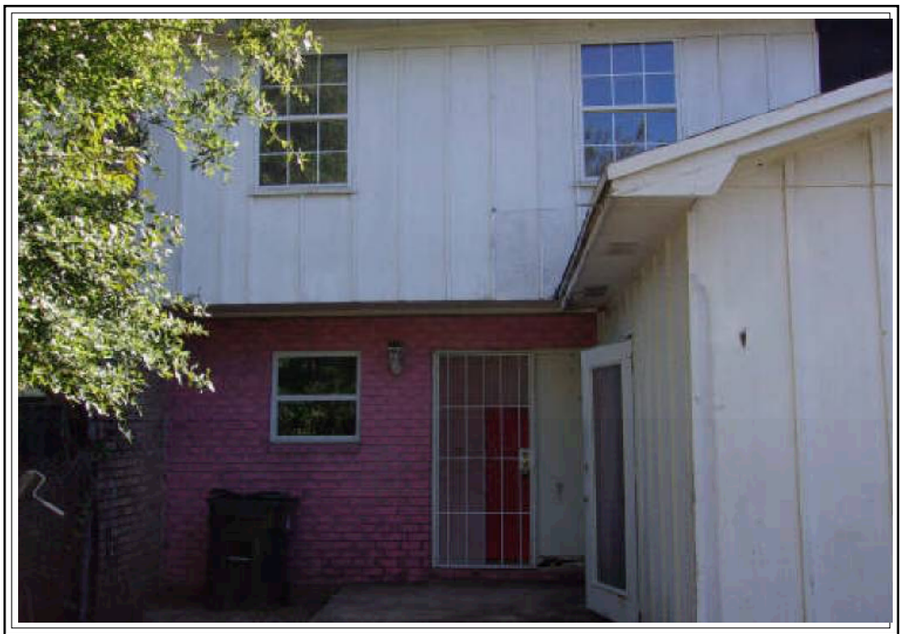
SCOPE OF WORK: THE APPRAISAL ASSIGNMENT HAS BEEN IDENTIFIED BY THE CLIENT AS THE APPRAISERS OPINION OF CURRENT MARKET VALUE OF THE ADDRESS IDENTIFIED HEREIN, AND THE REQUIREMENTS OF THIS APPRAISAL REPORT FORM, INCLUDING THE DEFINITION OF MARKET VALUE AS STATED IN THE LIMITED CONDITIONS, THE STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS, AND CERTIFICATIONS. FOR PURPOSES OF THIS APPRAISAL REPORT, THE STATEMENT THAT "THE APPRAISER MUST, AT A MINIMUM: (1) PERFORM A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY," IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS THAT WERE READILY AND EASILY ACCESSIBLE TO THE LAYMANS EYE. ATTIC'S AND CRAWL SPACES WERE NOT OBSERVED, ROOFS WERE NOT CLIMBED, BUT WERE VISUALLY OBSERVED FROM THE GROUND. INTERIOR WALLS WERE NOT ACCESSED, AND STRUCTURAL ASSESSMENTS WERE NOT MADE UNLESS SO STATED. THE APPRAISER IS NOT A QUALIFIED HOME INSPECTOR AND ONLY THOSE ADVERSE CONDITIONS THAT WERE READILY AND VISUALLY OBSERVABLE WERE REPORTED, IF ANY. "(2) INSPECT THE NEIGHBORHOOD" SUGGESTS AND INDICATES THAT THE APPRAISER DROVE THE NEIGHBORHOOD, VISUALLY OBSERVING FROM THE STREET, THE CONDITION AND APPEAL OF EXISTING DWELLINGS AND VACANT LOTS. "(3) INSPECT EACH OF THE COMPARABLE SALES FROM AT LEAST THE STREET," SUGGESTS AND INDICATES A VISUAL OBSERVATION FROM AN AUTOMOBILE STOPPED IN FRONT OF THE COMPARABLE PROPERTY, AND WHAT CAN BE DETERMINED BY SUCH AN INSPECTION. "(4) RESEARCH, VERIFY AND ANALYZE DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES." THIS STATEMENT SHALL MEAN THAT THE APPRAISER GATHERED INFORMATION FROM THE PROPERTY APPRAISERS OFFICE VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, (OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED), AND/OR THE PENSACOLA ASSOCIATION OF REALTORS MULTIPLE LISTING SERVICE, VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, OR OTHER SOURCES SUCH AS METRO MARKET TRENDS, ETC, AT AN ABSOLUTE MINIMUM. OTHER SOURCES ARE IDENTIFIED AS USED. THESE FINDINGS, ANALYSIS, OPINIONS AND CONCLUSIONS ARE THEN REPORTED IN AN APPRAISAL FORMAT ON THE APPROPRIATE FORM.

SUBJECT PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: June 22, 2020
Appraised Value: $ 13,000



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

COMPARABLE SALE #1

606 N FAIRFIELD DRIVE
PENSACOLA, FL 32506
Sale Date: 09/27/2020
Sale Price: $ 58,000

COMPARABLE SALE #2

2626 DELANO ST
PENSACOLA, FL 32505
Sale Date: 09/06/2019
Sale Price: $ 29,500

COMPARABLE SALE #3

711 FREMONT AVE
PENSACOLA, FL 32505
Sale Date: 08/14/2019
Sale Price: $ 24,500

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

COMPARABLE SALE #4

179 N OLD CORRY FIELD RD
PENSACOLA, FL 32507
Sale Date: 08/07/2019
Sale Price: $ 50,000

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

INTERIOR

KITCHEN

INTERIOR
FAMILY ROOM CEILING

BELOW UPSTAIRS BATHROOM

SUPPLEMENTAL PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

UTILITY ROOM

UTILITY ROOM

BEDROOM

SUPPLEMENTAL PHOTOS

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
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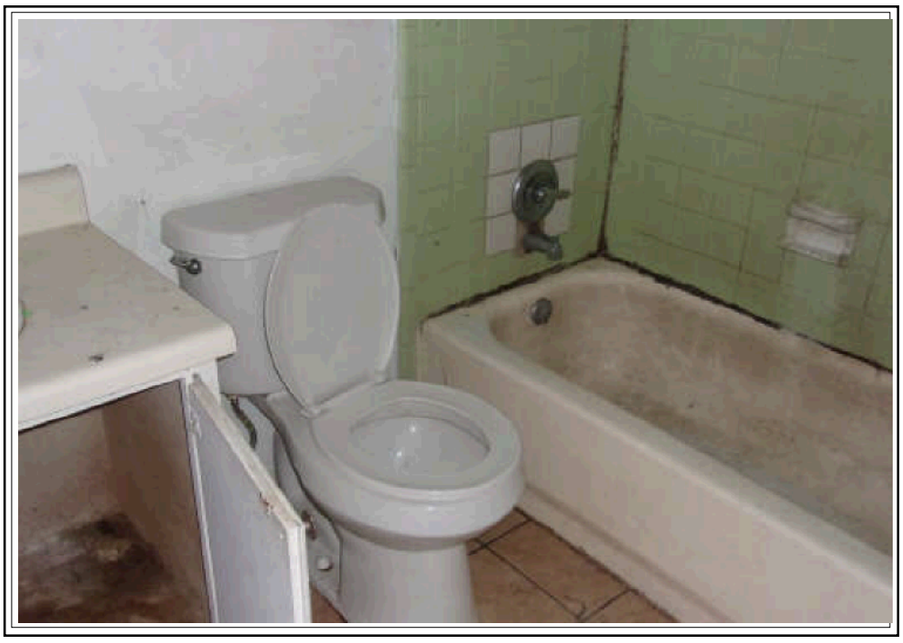
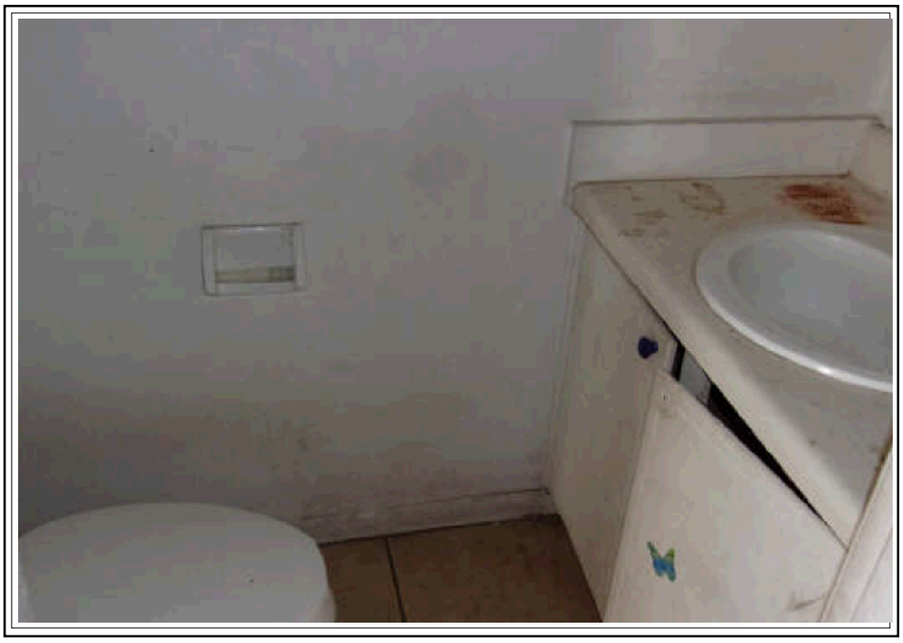


BATHROOM



HALF BATH

HVAC UNIT

FLOORPLAN SKETCH

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
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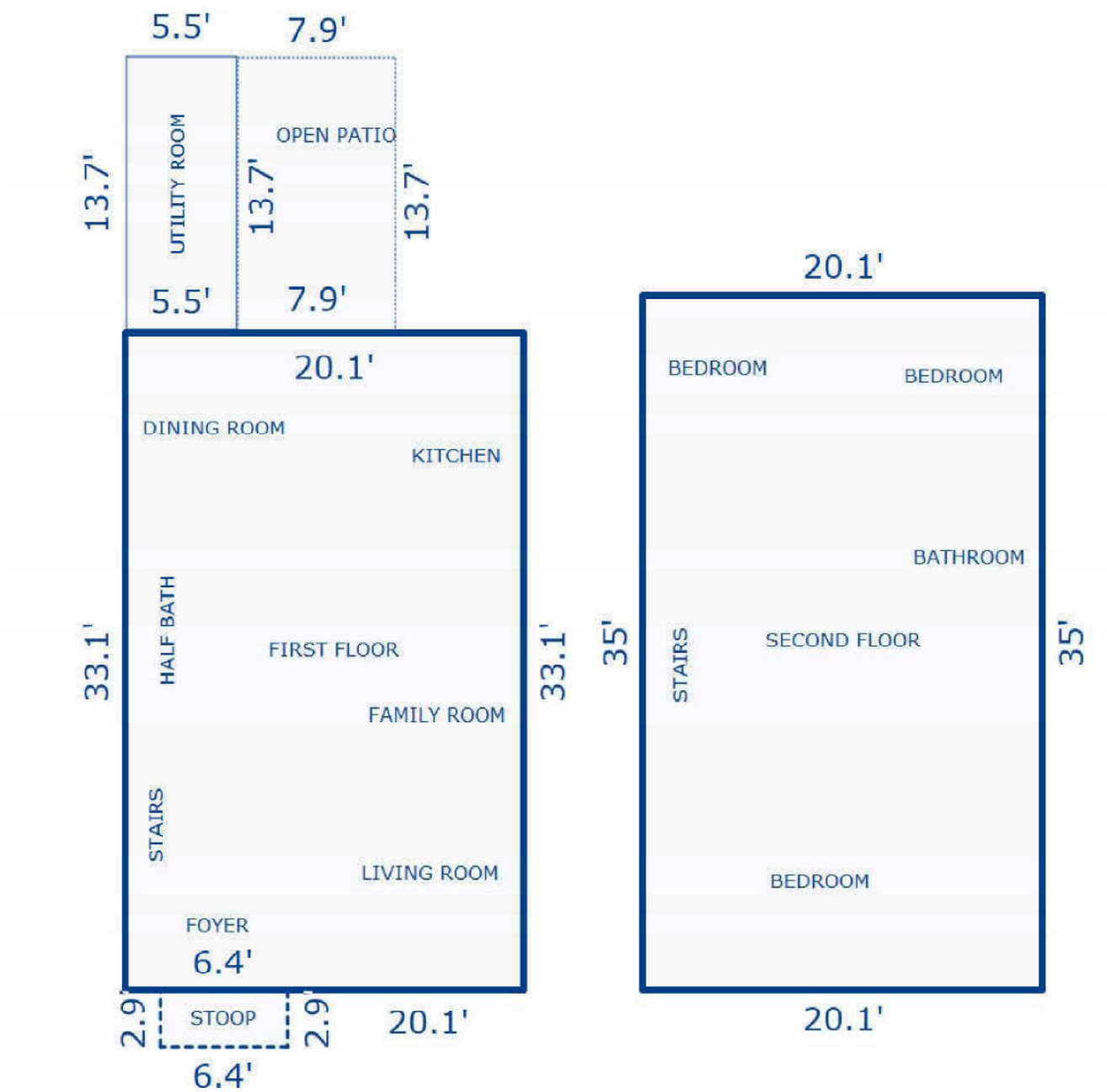
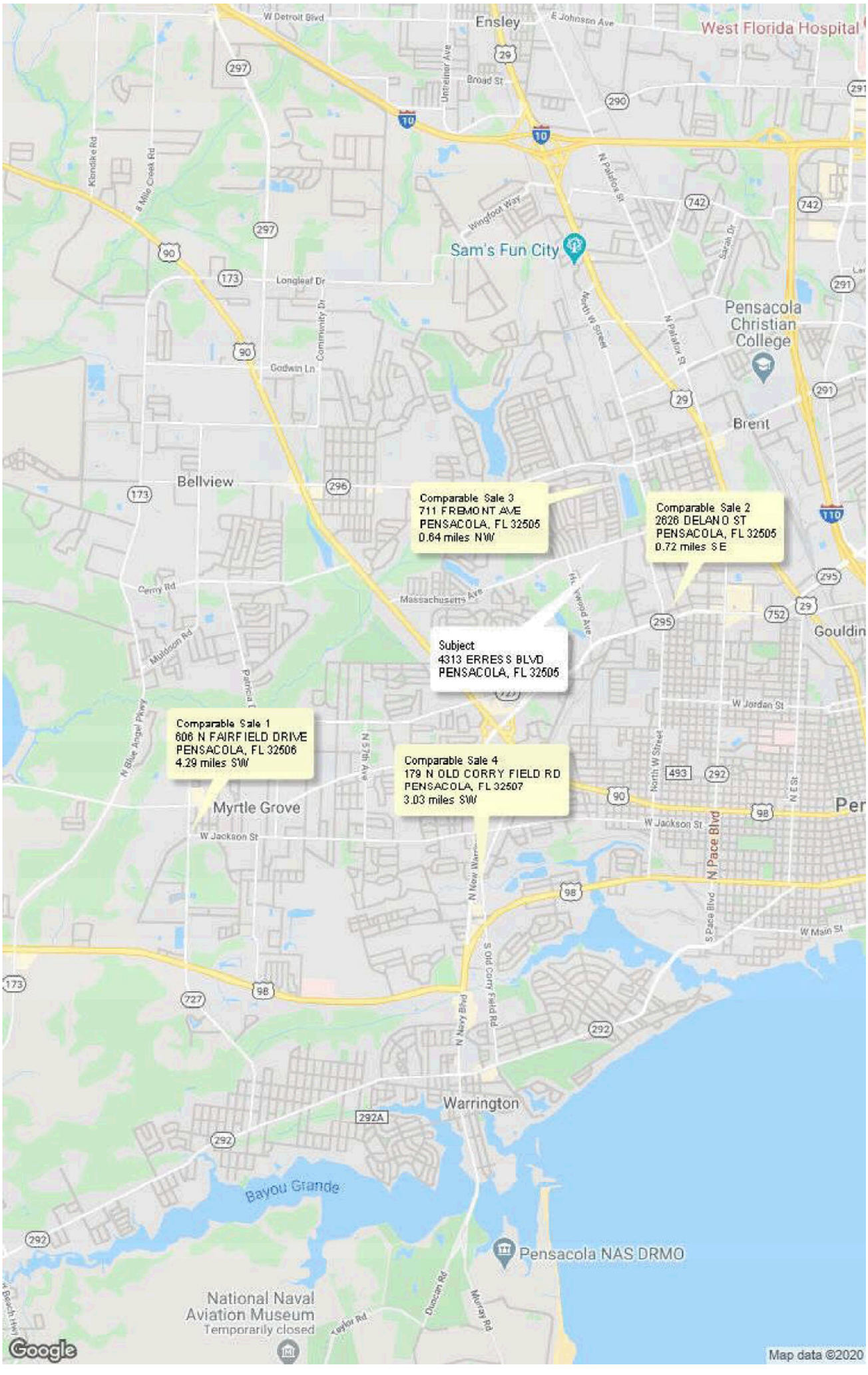


PLAT MAP

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

LOCATION MAP

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
Property Address: 4313 ERRESS BLVD		Case No.:
City: PENSACOLA	State: FL	Zip: 32505



FLOOD MAP

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190118U
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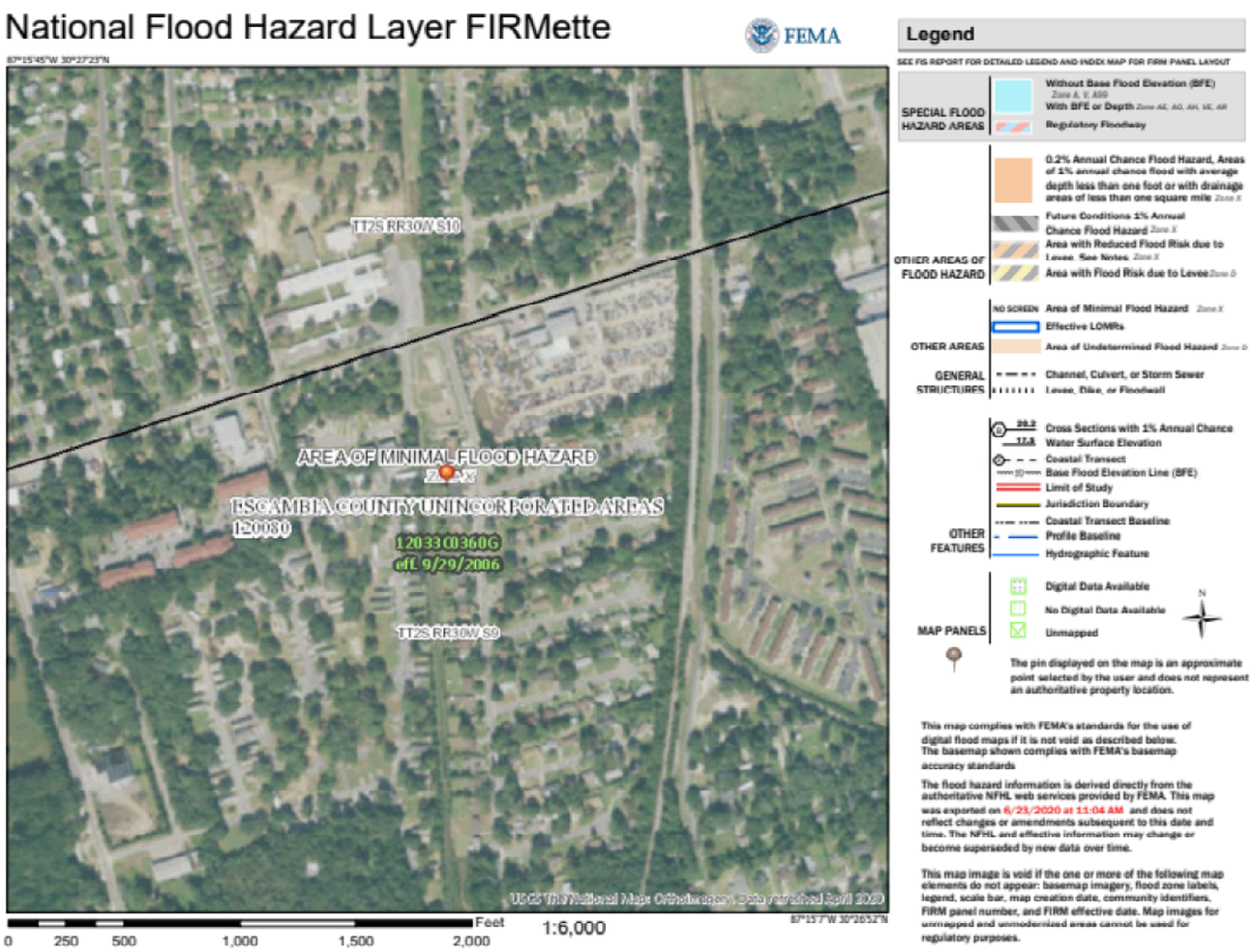
City: PENSACOLA	State: FL	Zip: 32505



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. 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 Location/Identification: 4313 Erress Blvd. - Willie Wright Jr.

County Administrator (or designee) - Appraisals

Appraiser (1): Gulf Coast Appraisals
Date of appraisal: June 22, 2020
Appraised value: $17,000
Received by: Meredith Reeves
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Ph I not required for Residential Property
Received by: Glenn Griffith, Brownfield Coord. 7/24/2020
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by: Ernie Baum
Date: 7/24/2020
Comments: No risk factors at time of inspection. Vacant property.

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date:
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. 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 Location/Identification: 4313 Erress Blvd. - Willie Wright Jr.

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Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date: 8.6.20
Comments: NA

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date:
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. 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 Location/Identification: _____

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. 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 Location/Identification: 4313 Erress Blvd. - Willie Wright Jr.

County Administrator (or designee) - Appraisals

Appraiser (1): Gulf Coast Appraisals
Date of appraisal: June 22, 2020
Appraised value: $17,000
Received by: Meredith Reeves
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date: Joseph Barrett Digitally signed by Joseph Barrett DN: c=US, o=Unaffiliated, ou=A01410C00000171C699EDB6000087-22, cn=Joseph Barrett Date: 2020.07.28 09:37:43 -05'00'
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. 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 Location/Identification: 4313 Erress Blvd. - Willie Wright Jr.

County Administrator (or designee) - Appraisals

Appraiser (1): Gulf Coast Appraisals
Date of appraisal: June 22, 2020
Appraised value: $17,000
Received by: Meredith Reeves
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date:
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by: Sharon Harrell Sharon Harrell
Date: 8-6-2020
Comments: F-129 CDBG HUD Entitlement Fund has $267,304 unencumbered balance on 8.6.2020

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

ATTORNEY'S COMMENTS

Megan T. Polk

From: Stephen G. West
Sent: Wednesday, July 22, 2020 10:54 AM
To: Megan T. Polk
Cc: Beth A. Larrieu
Subject: RE: 4313 Erress Blvd Contract

Megan:

The commitment showed a mortgage in favor of Navy Federal Credit Union. The seller can satisfy this out of his proceeds at closing. The commitment also showed covenants and easements that are typical of those on the other Erress Boulevard properties. However, I do not recall seeing the surveyor's affidavit on the other Erress Boulevard property purchases. The affidavit indicates the location of the townhouses are incorrect by up to 15 inches. You may want to discuss this with the County Surveyor, Joe Barrett, to see if he has any concerns.

From: Megan T. Polk <mtpolk@myescambia.com>
Sent: Wednesday, July 22, 2020 10:03 AM
To: Stephen G. West <sgwest@myescambia.com>
Cc: Beth A. Larrieu <balarrie@myescambia.com>
Subject: RE: 4313 Erress Blvd Contract

See attached.

From: Stephen G. West <sgwest@myescambia.com>
Sent: Wednesday, July 22, 2020 10:00 AM
To: Megan T. Polk <mtpolk@myescambia.com>
Cc: Beth A. Larrieu <balarrie@myescambia.com>
Subject: RE: 4313 Erress Blvd Contract

Megan:

The contract looks fine. Send the title insurance commitment when it is available.

From: Megan T. Polk <mtpolk@myescambia.com>
Sent: Wednesday, July 22, 2020 9:40 AM
To: Stephen G. West <sgwest@myescambia.com>
Cc: Beth A. Larrieu <balarrie@myescambia.com>
Subject: 4313 Erress Blvd Contract

Good Morning Stephen,

Attached is a draft of the contract for 4313 Erress Blvd. for your review. Let me know if you have any questions.

Thank You,

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a(n) California corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; [and]
(f) Schedule B, Part II—Exceptions[; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I - Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: eTitle Agency, Inc.
Issuing Office: 4851 Tamiami Trail N, Ste 200
Issuing Office's
ALTA® Registry ID: 0050923
Commitment No.: 2018638RFP
Issuing Office File No.: 2018638RFP
Property Address: 4313 Erress Blvd, Pensacola, FL 32505

SCHEDULE A

1. Commitment Date: June 22, 2020 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owner Policy (6-17-06)
   Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
   Proposed Policy Amount: $10,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is Fee Simple, at the Commitment Date, vested in:

   Willie Wright, Jr.

5. The Land is described as follows:

   Property located in the City of Pensacola, County of ESCAMBIA, State of Florida

   Portions of Block "H", WESTERNMARK SUBDIVISION, Escambia County, Florida, recorded in Plat Book 7, at Page(s) 81, more particularly described as Units as follows:

   Unit 9: Commencing at the Northeast corner of Lot 4, Block "H", thence along the East line of said line of said Lot South 8 Degrees 12 Minutes 00 Seconds East, 49.47 feet for a Point of Beginning, thence continue along said East line South 8 Degrees 12 Minutes 00 Seconds East, 20.13 feet, thence South 81 Degrees 52 Minutes 30 Seconds West, 165.00 feet to the West line of said Lot 4, thence along said West line North 8 Degrees 12 Minutes 00 Seconds West, 20.13 feet, thence North 81 Degrees 52 Minutes 30 Seconds East, 165.00 feet to the Point of Beginning, being a part of Lot 4.

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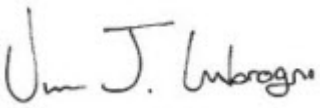
e Title Agency, Inc.



By:_____
e Title Agency, Inc.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Warranty Deed from Willie Wright, Jr., as a single person or persons, and joined by spouse (or their respective spouses), if married, to A Natural Person or Legal Entity to be Designated, conveying the property described in Schedule "A". In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

      The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

   b. Mortgage from A Natural Person or Legal Entity to be Designated, as a single person or persons, joined by spouse (or their respective spouses), if married, to To be determined, encumbering the property described in Schedule "A" in the principal sum of $10,000.00. In the event that the property being encumbered is not the homestead of the mortgagor(s), the following statement should be set forth on said mortgage in lieu of a spouse's signature:

      The land described herein is not the homestead of the mortgagor(s), and neither the mortgagor(s) nor the mortgagor(s) spouse, nor anyone for whose support the mortgagor(s) is responsible, resides on or adjacent to said land.

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5. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $14,175.00, executed by Willie Wright Jr. in favor of Navy Federal Credit Union, recorded April 18, 2018 in Book 7885, Page 1664.

6. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Minimum Technical Standards for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

8. Proof of payment of taxes and assessments for the year 2019, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **PAID**. The gross amount is $410.59 for Tax Identification No. 092S301000042008.

The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

NOTE: The following conveyance(s) have been recorded within the last 24 months: Warranty Deed recorded in Book 7885, Page 1661.

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AMERICAN LAND TITLE ASSOCIATION

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

   NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

   Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of WESTERNMARK SUBDIVISION, as recorded in Plat Book 7, Page(s) 81, as affected by that certain affidavit recorded in Book 1200, Page 738, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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3. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Book 497, Page 526, as amended in Book 533, Page 898 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

4. Vacation of Easement recorded in Book 579, Page 997.

5. Easement recorded in Book 591, Page 969.

Note: All of the recording information contained herein refers to the Public Records of ESCAMBIA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

6. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

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7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of WESTERNMARK SUBDIVISION, as recorded in Plat Book 7, Page(s) 81, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

   Note: All of the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

8. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in Liber 497, page 526. Amedede by Amendment and Additions to Restrictive Covenants, recorded in book 533, page 898.

9. Vacation of Easement and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 579, Page 997.

10. Easement and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 591, Page 969.

11. Terms and Conditions of as found in the Affidavit as set forth in Liber 1200 and Page 738.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE C

The Land is described as follows:

Property located in the City of Pensacola, County of ESCAMBIA, State of Florida

Portions of Block "H", WESTERNMARK SUBDIVISION, Escambia County, Florida, recorded in Plat Book 7, at Page(s) 81, more particularly described as Units as follows:

Unit 9: Commencing at the Northeast corner of Lot 4, Block "H", thence along the East line of said line of said Lot South 8 Degrees 12 Minutes 00 Seconds East, 49.47 feet for a Point of Beginning, thence continue along said East line South 8 Degrees 12 Minutes 00 Seconds East, 20.13 feet, thence South 81 Degrees 52 Minutes 30 Seconds West, 165.00 feet to the West line of said Lot 4, thence along said West line North 8 Degrees 12 Minutes 00 Seconds West, 20.13 feet, thence North 81 Degrees 52 Minutes 30 Seconds East, 165.00 feet to the Point of Beginning, being a part of Lot 4.

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PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing non-public, personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. Pursuant to the requirement
of GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of eTitle and its title agents.

Types of Information

Depending upon which of our services you are utilizing, we may collect nonpublic, personal information about you from the following sources:

- Information we receive from you on applications, forms, or through other communications;
- Information about your transactions we secure from our files, from our affiliates, or others;
- Information we receive from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic, personal information will be collected about you.

Information we disclose to third parties

We may disclose your nonpublic, personal information to an affiliate, which includes any company that controls eTitle, is controlled by eTitle, or is under common control with eTitle. We may also disclose your nonpublic, personal information to:

- Nonaffiliated third parties involved in effecting, administering, or enforcing a transaction that you have requested or authorized;
- Nonaffiliated companies that perform marketing services on our behalf or with whom we have a joint marketing agreement;
- Regulators or others in order to protect against actual or potential fraud or to comply with applicable legal requirements.

WE DO NOT DISCLOSE ANY NONPUBLIC, PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Information we disclose to third parties

Even if you are no longer our customer, our Privacy Policy will continue to apply to your nonpublic, personal information that we continue to retain.

Confidentiality and Security

Employees of eTitle and its affiliates are provided access to nonpublic, personal information on a need to know basis. We maintain physical, electronic, and procedural safeguards intended to protect your nonpublic, personal information from unauthorized access. Moreover, all employees of eTitle and its affiliates are required to undergo annual Privacy Policy training.

We appreciate the opportunity to serve you!

First American Title™

Privacy Notice

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE**.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected **personal information** include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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Categories of Third Parties Shared	The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18515 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/03/2020
Issue: Exercising the First of Two Possible One-Year Renewal Periods Related to PD 16-17.068, Re-Solicit Operator For Paratransit Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Discussion Exercising the First of Two Possible One-Year Renewal Periods for PD 16-17.068, Re-Solicit Operator for Paratransit Services - Tonya Ellis, Mass Transit Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board discuss the first of two possible one-year renewals for PD 16-17.068, Re-Solicit Operator for Paratransit Services, between Escambia County and Innovative Transport & Logistics Solutions, LLC, for a term of 12 months effective October 1, 2020, per the terms and conditions approved by the Board August 17, 2017.

Year 4
Per Trip rate, which includes a minimum living Wage of $11.23 for all employees, Ambulatory trip rate of $31.04, Wheelchair trip rate of $43.82; In the amount of $2,970,051.33, based on 75% Ambulatory trips and 25% Wheelchair trips. The terms of Contract PD 16-17.068 include Escambia County paying fuel costs for the contractor. In Fiscal Year 2019, the total cost of fuel paid by Escambia County under this Contract totaled $213,297.17.

Vendor/Contractor	Funding	Amount	Contract Number
Innovative Transport & Logistics Solutions, LLC	Fund 104, Mass Transit, Cost Center 320406, Object Code 53405/53416	$2,970,051.33	PD 16-17.068

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

BACKGROUND:

The legal advertisement for this Request for Proposal was advertised in the Pensacola News Journal on Friday, June 23, 2017. The Contract was approved by the Board on September 26, 2017.

During the term of Contract PD 16-17.068 there has been two Amendments to the Contract and one Amendment to the Lease Agreement. At the October 3, 2019, Board meeting, an Amendment to the Contract was approved by the Board to add additional language to Article XI Uniform Requirements. At the same Board meeting, an Amendment to the Lease Agreement was approved to add missing Title VI language. The Board voted to pay the contractor an additional $200,000 over and above the agreed Contract, as a contribution to the contractors increased insurance costs, at the December 5, 2019, Board Meeting. The Lease Agreement covers a minimum of 10 vehicles to be provided by Escambia County. Currently there are 24 County owned vehicles leased to the contractor for $1 per year.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Innovative Transport & Logistics Solutions, LLC	Fund 104, Mass Transit, Cost Center 320406, Object Code 53405/53416	$2,970,051.33	PD 16-17.068

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 Mass Transit Department will administer PD 16-17.068, Re-Solicit Operator for Paratransit Services, while the Office of Purchasing will issue the Purchase Orders.

Attachments

Original Board Action

III. FOR DISCUSSION

1. Paratransit Services

Motion made by Commissioner May, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving, and authorizing the Chairman to execute, an Agreement, subject to Legal review and sign-off, between Escambia County, Florida, and Innovative Transport & Logistics Solutions, LLC, per the terms and conditions of PD 16-17.068, Re-Solicit Operator for Paratransit Services, as follows (Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/53404):

Year 1
- Per Trip rate, including Living Wage of $11.23 for all employees, Ambulatory $28.85, Wheelchair, $40.72
- Per Mile rate, including Living Wage of $11.23 for all employees, Ambulatory $2.31, Wheelchair, $3.26
- In the amount of $2,711,265.63, based on 75% Ambulatory and 25% Wheelchair (2016 Data of 85,213 Trips);

Year 2
- Per Trip rate, including Living Wage of $11.23 for all employees, Ambulatory $29.07, Wheelchair, $41.03
- Per Mile rate, including Living Wage of $11.23 for all employees, Ambulatory $2.32, Wheelchair, $3.27
- In the amount of $2,731,928.78, based on 75% Ambulatory and 25% Wheelchair (2016 Data of 85,213 Trips);

Year 3
- Per Trip rate, including Living Wage of $11.23 for all employees, Ambulatory $30.07, Wheelchair $42.46
- Per Mile rate, including Living Wage of $11.23 for all employees, Ambulatory $2.41, Wheelchair $3.40
- In the amount of $2,826,302.18, based on 75% Ambulatory and 25% Wheelchair (2016 Data of 85,213 Trips);

(Continued on Page 30)

III. FOR DISCUSSION – Continued

1. Continued…

Year 4
- Per Trip rate, including Living Wage of $11.23 for all employees, Ambulatory $31.04, Wheelchair, $43.82
- Per Mile rate, including Living Wage of $11.23 for all employees, Ambulatory $2.49, Wheelchair, $3.51
- In the amount of $2,917,267.06, based on 75% Ambulatory and 25% Wheelchair (2016 Data of 85,213 Trips);

Year 5
- Per Trip rate, including Living Wage of $11.23 for all employees, Ambulatory $32.20, Wheelchair, $45.46
- Per Mile rate, including Living Wage of $11.23 for all employees, Ambulatory $2.58, Wheelchair, $3.64
- In the amount of $3,026,339.70, based on 75% Ambulatory and 25% Wheelchair (2016 Data of 85,213 Trips);

Speaker(s):

Isaiah Mitchell	Gregory Clay	Phil Ehr
Mia McKown	Keith Kastner	David Hawkins
Dave Van Fossen	Kevin Kastner	Dan Evans
Robert Hill	Braxton Griffin	Mr. Williams
Bob Massey	Harold Griffin, Jr.	

For Information: A statement from Ieyteeauna Grimsley was read by Chairman Underhill and Mia McKown provided a packet relating to this agenda item.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18517 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/03/2020
Issue: CARES Act Plan Update
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

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

That the Board discuss the Escambia CARES Act Plan update including the following topics:

1. Implementation plan of the Family Emergency Financial Assistance Grant including eligibility requirements and required documentation;
2. Implementation plan of the Business Assistance Grant including eligibility requirements and required documentation;
3. Assistance for implementing grant programs; and
4. The funding balance for CARES Programs in the initial allocation of $14,321,324.

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.

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 amountof $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 will coordinate this program.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18512 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 09/03/2020
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 action:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-110; and

B. Extension of Escambia County State of Local Emergency.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia Code of Ordinances and ch. 252, Fl. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executed an extension of the state of local emergency.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by the County Attorney Alison Rogers.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-110

RESOLUTION R2020-110
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, R2020-94, R2020-95, R2020-100, R2020-102 and R2020-108, declaring a state of local emergency that shall expire at 1:59 p.m. on the 31st 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 31st day of August, 2020, and to expire at 1:59 p.m., central daylight time, on the 7th day of September, 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 25th 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)

Date Executed
8/25/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/24/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

August 26, 2020

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

Attention: Krykyt Fisher

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-110, which was filed in this office on August 25, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18432 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Action**
Meeting Date: 09/03/2020
Issue: Escambia County v. United Parcel Service
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County v. United Parcel Service

That the Board authorize the County Attorney's Office to file suit against United Parcel Service to recover damages for the loss of a Steerable Pipe Ranger II entrusted to its custody and control for transport.

BACKGROUND:

The Engineering Department conducts inspections of stormwater sewer pipes using a mobile camera system. The Department uses a camera known as a Steerable Pipe Ranger II, that weighs about 60 lbs. This particular Pipe Ranger needed repair. The Cues Repair Center in Orlando, Florida was the nearest facility for repair of this specialized type of camera. Engineering contracted with UPS to deliver the Ranger II to Cues Repair Center.

The camera was packaged in its original box with the original styrofoam padding that had accompanied the Ranger II when it was purchased. On April 9, 2020, the camera was delivered to a UPS facility by Engineering. Appropriate insurance was selected, and its declared value was $18,900.00. Sometime after UPS took custody of the camera, it was lost or stolen while in its custody. Only an empty box was delivered to Cues Repair Center about three weeks later.

Engineering made a claim to UPS for the loss of the camera, but the claim was denied on the grounds that the packaging for the transport of the camera did not meet the specifications listed in its tariff/terms and conditions of use. However, special packaging and handling is only required for packages containing items which weigh in excess of 70 pounds. Consequently, UPS has wrongfully denied payment for the loss and non-delivery of the camera and has breached its contract

with Escambia County to deliver the Ranger II to Cues Repair Center in Orlando, Florida. The County will be seeking as damages, the actual cash value of the camera, or its replacement cost, whichever is greater. Suit will be filed in County Court.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney Charles V. Peppler will be prosecuting the claim against UPS.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18455 **County Attorney's Report 11. 3.**
BCC Regular Meeting **Action**
Meeting Date: 09/03/2020
Issue: Approve Settlement of the Case of Frank Nichols v. Escambia County, Case No. 2020 CA 000720
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Settlement of the Case of Frank Nichols v. Escambia County, Case No. 2020 CA 000720 in the Sum of $20,000.00, with the County being Responsible for $3,998.41.

That the Board:
A. Approve the proposed settlement of payment of $20,000.00 to Plaintiff Frank Nichols in exchange for an executed general release and hold harmless agreement.

B. Authorize retained insurance counsel to execute a stipulation for dismissal with prejudice on behalf of Escambia County.

C. Authorize retained insurance counsel and Deputy County Attorney Charles V. Peppler to execute the attached general release and hold harmless agreement on behalf of Escambia County.

BACKGROUND:

On May 18, 2018, County employee Claranetta Wiggins was operating an ECAT bus which rear-ended a motor vehicle that was pushed into the motor vehicle owned and operated by Mr. Nichols. Liability is clear, as the County's operator was negligent in the operation of the bus.

As a result of the accident, Mr. Nichols sustained injuries to his neck and left shoulder. His treatment was primarily chiropractic, but he began receving injections to his neck to alleviate the pain. An MRI in July 2019, revealed a herniation of the disk at C4-C5 level. As of January 2020, he is undergoing pain

management therapy in the form of facet injections. He has incurred medical expenses for which he owes approximately $4,000.00. As Mr. Nichols was 68 years old at the time of the accident, and had been retired, there is no claim for lost wages or earning capacity.

Based upon a review of comparable verdicts and settlements for the type of injuries sustained by Mr. Nichols, Eric Krebs, of the Warner Law Firm, insurance counsel, believes a verdict in the range of $20,000.00 to $50,000.00 is more than likely. The proposed settlement of $20,000.00 is recommended by Mr. Krebs for approval. As the County has a $10,000.00 deductible with Preferred Governmental Insurance Trust, the County will be responsible for $3,998.41 of the settlement due to a past payment of property damage to Mr. Nichol's automobile.

BUDGETARY IMPACT:

Deductible payment as above.

LEGAL CONSIDERATIONS/SIGN-OFF:

Retained counsel has and will prepare the settlement documents. Deputy County Attorney Charles V. Peppler will sign the general release on behalf of the County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement and General Release

SETTLEMENT AGREEMENT AND GENERAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT is between PLAINTIFF, FRANK NICHOLS, together with his heirs, administrators, executors, successors, assigns, and other representatives ("PLAINTIFF") and DEFENDANT, ESCAMBIA COUNTY and all of ITS predecessors and past, present and future assigns, personal representatives, estates, guardians, heirs, executors, trustees, successors, subsidiaries, affiliates, divisions, parent corporations, joint ventures, related companies, direct and indirect owners, past, present, and future officers, directors, partners, agents, attorneys, employees, indemnitors, insurers, including, but not limited to, Preferred Governmental Insurance Trust, joint venturers, shareholders, benefit plans and their trustees, administrators and fiduciaries, as individuals and in their representative capacities (the "DEFENDANT"). As used in this General Release of All Claims, the "INSURERS" shall mean the **Preferred Governmental Insurance Trust,** its agents, employees, representatives, attorneys, successors, assigns, and any entity or person in privity with them. The PLAINTIFF and the DEFENDANT are collectively referred to herein as (the "Parties").

WITNESSETH:

RECITALS

WHEREAS, PLAINTIFF filed his Amended Complaint entitled Frank Nichols v. Escambia County, Case No. 2020-CA-720, in the First Judicial Circuit Court, in and for Escambia County, Florida, (hereinafter "lawsuit"), wherein PLAINTIFF attempted to assert a cause of action for negligence against Escambia County, arising from an incident or incidents which Plaintiff alleges occurred on or about May 18, 2018;

WHEREAS, PLAINTIFF alleges that he sustained damages, including but not limited to bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, and treatment, lost wages and loss of ability to earn money; and

WHEREAS, the parties have stipulated that the settlement funds are being paid in compensation for any and all damages allegedly sustained by the PLAINTIFF, and includes PLAINTIFF'S attorney's fees and costs; and

WHEREAS, DEFENDANT and INSURERS have denied and continue to deny any wrongdoing on their respective parts, and have denied and continue to deny any liability for the allegations which were the subject matter of the above-referenced lawsuit, but are desirous of entering into a compromise settlement of this claim in good faith, to avoid further costs of litigation; and

WHEREAS, PLAINTIFF has agreed to accept the total amount of TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00), inclusive of PLAINTIFF's attorney's fees and costs, and the PLAINTIFF acknowledges that this is a full and final compromise and settlement of any and all claims he may have, whether now not known or contemplated against the DEFENDANT and INSURERS, out of or resulting from the above-described incident, and/or lawsuit, and further agrees to dismiss with prejudice any and all claims that are currently pending or that may be filed in the future against said DEFENDANT and INSURERS, arising out of the incident described in the Amended Complaint; and

WHEREAS, the PLAINTIFF acknowledges that there is no claim or potential claim for loss of consortium arising from said incident referenced in the Lawsuit; and

WHEREAS, the PLAINTIFF acknowledges and affirms that he is not a Medicare beneficiary; and has not received Medicare benefits associated with injuries or damages arising from the incident referenced in this Lawsuit. Furthermore, PLAINTIFF acknowledges and affirms that PLAINTIFF is not currently receiving, has not received in the past, will not have received at the time of payment pursuant to this General Release, is not entitled to, is not eligible for, and has not applied for or sought Medicare benefits arising from or related to injuries or damages arising from the incident referenced in this Lawsuit; and

WHEREAS, the PLAINTIFF acknowledges and affirms that he shall satisfy any and all liens, if any, arising from or associated with the incident referenced in the Lawsuit, including but not limited to all liens for

unemployment benefits, medical care and expenses, Medicare, Medicaid, and any other medical or health care liens; and

WHEREAS, the Parties acknowledge and affirm that the monetary amount paid in consideration of this Settlement is inclusive of any and all claims, PLAINTIFF has or may have against the DEFENDANT, arising from or related to the incident referenced in the Lawsuit, inclusive of any and all claims for any and all compensatory damages, punitive damages, medical expenses/liens, PLAINTIFF's attorney's fees and costs; and

WHEREAS, in lieu of further litigation and in an effort to reach a reasonable disposition of the matter, a Settlement Agreement and General Release have been reached which resolve all Claims which were or could ever be asserted by PLAINTIFF against the DEFENDANT, in any way related to or arising from the matters referenced in the Lawsuit.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties execute this Settlement Agreement and General Release within the context of the above, as follows:

1. Recitals. Recitals contained above are incorporated herein by reference and are made a part of this Settlement Agreement and General Release. The Parties acknowledge and agree that the accuracy and validity of the recitals contained above have been relied upon by the Parties in entering into this Settlement Agreement and General Release.

2. Effective Date. The effective date of this Agreement is the last date that the Parties have fully executed an unadulterated version of it.

3. Consideration. As consideration for settlement of any and all Claims by PLAINTIFF against ESCAMBIA COUNTY, **Preferred Governmental Insurance Trust** ("PGIT"), agrees to pay, on behalf of the DEFENDANT, unto PLAINTIFF the total sum of TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00)(the "Settlement Amount") representing payment as a complete full and final compromise any alleged non-economic or economic injuries or damages, including, but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, and treatment, lost wages and loss of ability to earn money. PLAINTIFF

acknowledges and agrees that it is solely responsible for the payment of its attorney's fees and costs associated with and relating to this Lawsuit.

The settlement check shall be made payable to _____. In addition, the PLAINTIFF's attorney shall provide a current W-9 form to the DEFENDANT'S attorney.

PLAINTIFF agrees to execute this Settlement Agreement and General Release and deliver the executed Settlement Agreement and General Release to the DEFENDANT'S attorney. Within thirty (30) days of delivery of the fully executed Settlement Agreement and General Release, along with PLAINTIFF's attorney's current W-9, PGIT, on behalf of the DEFENDANT, agrees to deliver a check for the Settlement Amount to counsel for PLAINTIFF. PLAINTIFF acknowledges and agrees that it is fully responsible for any tax liabilities and consequences including but not limited to any and all federal, state, and local tax, FICA and/or social security liabilities that may result from the payment referenced above, and agrees to hold harmless and indemnify the DEFENDANT and PGIT against any and all liabilities or consequences that may arise as a result of such payment, including assessments, judgments, fines, interest, penalties, costs and reasonable attorney's fees. PLAINTIFF further agrees that the DEFENDANT or PGIT shall not be required to pay any further sums to PLAINTIFF for any reason even if the tax or social security liabilities and resulting consequences to PLAINTIFF are ultimately assessed in a fashion that PLAINTIFF does not presently anticipate. Within twenty (20) days after delivery of the Settlement Amount, PLAINTIFF will cause the Lawsuit to be dismissed with prejudice.

In addition, PLAINTIFF shall be solely responsible for the payment of any and all unpaid medical care bills, expenses, liens, and/or costs arising from or related to the incident referenced in the Lawsuit and PLAINTIFF shall indemnify, defend, and hold the DEFENDANT harmless from any and all medical claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, arising from medical care and/or treatment received as a result of the incident referenced in the Lawsuit.

4. No Admission of Wrongdoing or Liability. Payment of the sum referred to above is made solely for the purpose of compromise and release and is in no way to be construed as an admission by the DEFENDANT or INSURERS of any liability whatsoever or as to the validity of any Claims which have been or could be asserted by PLAINTIFF against the DEFENDANT. This

Agreement is strictly a compromise of the disputed Claims for which liability or wrongdoing is expressly and strongly denied by any and all involved. The execution of this Settlement Agreement and General Release by DEFENDANT shall not be admissible as evidence in any other claim, legal proceeding or litigation.

5. Release of Claims and Indemnification. Except with respect to the express obligations created under the terms of this Agreement, PLAINTIFF fully and forever hereby releases, acquits, satisfies, and forever discharges DEFENDANT and any and all former and present County Officials, including but not limited to past and present County Commissioners, County Managers, County employees, and the County's Insurers, Preferred Governmental Insurance Trust, and their agents, employers, employees and assigns, and their successors, representatives, subrogees and assigns, and all affiliated or related corporate or governmental entities, from all past, present and future claims in law or equity, known or unknown, including, but not limited to, appeals, claims of contribution or of indemnity, and including all other actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions from the date of execution of this Settlement Agreement and General Release, whether or not such claims have been actually asserted by the PLAINTIFF, in or related to the civil action styled Frank Nichols v. Escambia County, Case No.: 2020-CA-720, pending in the Circuit Court of the First Judicial Circuit, in and for Escambia County, Florida, or any and all State or Federal claims, and all other claims which were or could have been brought in any action whether or not such claims, causes of action, or demands were asserted as of the date of this Release regarding an action brought by PLAINTIFF against DEFENDANT and any and all former and present County Officials, including but not limited to past and present County Commissioners, County Administrators, County employees, and the County's insurers, Preferred Governmental Insurance Trust, and their agents, employers, employees and assigns, and their successors, representatives, subrogees and assigns, and all affiliated or related corporate or governmental entities.

This Release includes any and all outstanding claims that PLAINTIFF may have for damages and attorney's fees and costs, plus interest, related to the civil action styled Frank Nichols v. Escambia County, Case No.: 2020-

CA-720, pending in the Circuit Court of the First Judicial Circuit, in and for Escambia County, Florida, or any and all other State and Federal claims.

The undersigned PLAINTIFF acknowledges that all liens to which these settlement proceeds may be subject and all federal income tax liabilities have already been satisfied or shall be satisfied with these settlement proceeds, and that he shall hold harmless and indemnify DEFENDANT, and any and all former and present County Officials, including but not limited to past and present County Commissioners, County Managers, County employees, and the County's insurers, Preferred Governmental Insurance Trust, and their agents, employers, employees and assigns, and their successors, representatives, subrogees and assigns, and all affiliated or related corporate or governmental entities from any claims or demands with regard thereto. This satisfies any claims, verdicts, judgments or orders that may be entered in the civil action styled Frank Nichols v. Escambia County, Case No.: 2020-CA-720, pending in the Circuit Court of the First Judicial Circuit, in and for Escambia County, Florida, or any and all other State and Federal claims.

6. Dismissal of Lawsuit and Covenant Not to Sue. Within twenty (20) days after delivery of the Settlement Amount referenced above, in Paragraph #3 above, PLAINTIFF will cause the Lawsuit to be dismissed with prejudice by Court Order. In addition, PLAINTIFF covenants not to sue the DEFENDANT or any of its employees regarding claims arising from or related to the incident referenced in the Lawsuit.

7. Accord and Satisfaction. PLAINTIFF understands and agrees that the consideration provided by the DEFENDANT is in full accord and satisfaction of all disputed Claims, the payment of the Settlement Amount in consideration for this Settlement Agreement and General Release is for the purpose of enabling the DEFENDANT to avoid the expense and inconvenience of litigation, and said payment does not constitute an admission of liability. The DEFENDANT expressly and strongly deny that they violated any law or otherwise acted wrongfully or negligently with respect to PLAINTIFF.

8. Governing Law and Interpretation. This Settlement Agreement and General Release, and only this Settlement Agreement and General Release, shall be governed and construed in accordance with the laws of the State of Florida.

9. Choice of Forum. The proper venue for any dispute or controversy arising under, out of, or in connection with this Settlement Agreement and General Release shall be in the First Judicial Circuit, in and for Escambia County, Florida.

10. Voluntary Agreement. The Parties voluntarily and freely enter into this Agreement and assume all risks and waives any right whatsoever to attack the validity and finality of this Agreement.

11. Binding Agreement. This Settlement Agreement and General Release shall be binding upon and inure to the benefit of the Parties to the Agreement, their successors, assigns, agents, attorneys, employees, representatives, heirs, executors, legal representatives, and administrators.

12. Specific Enforcement; Attorney's Fees. This Settlement Agreement and General Release and all provisions in it shall be specifically enforceable and the prevailing Party in any action to enforce this Settlement Agreement and General Release shall be entitled to the recovery of costs and attorney's fees.

13. Severable. The Parties agree that if any one section of this Settlement Agreement and General Release shall be found to be void or otherwise ineffective, same shall not serve to nullify the entire Settlement Agreement and General Release and that such section(s) shall be severable from the Settlement Agreement and General Release.

14. Entire Agreement. The terms of this Settlement Agreement and General Release contain absolutely every aspect of the agreement reached between the Parties with respect to the Claims which might exist between them. This Settlement Agreement and General Release speaks for itself and absolutely cannot be modified in any way by any evidence or reference to any other negotiations or purported agreement between the Parties. To that end, the Parties clearly intend that no evidence, except the provisions of this writing, may be introduced in any judicial proceeding involving this Settlement Agreement and General Release.

15. Competent. The Parties executing this Settlement Agreement and General Release declare and warrant that they are of legal age, suffer no legal disability or impairment precluding them from executing this Settlement Agreement and General Release and that they have full authority to do so.

16. Review by Attorney. All Parties have reviewed the Settlement Agreement and General Release fully and with the assistance of Counsel. This Agreement contains and sets forth the entire agreement between the Parties hereto, and there is no agreement between them which is not fully, completely, accurately and truly set forth herein.

17. Expenses. Except as specifically set forth herein, the Parties to this Settlement Agreement and General Release shall each bear their respective expenses (including their own respective attorneys' fees and costs) incurred with respect to the Lawsuit or otherwise involved in resolving this particular litigation.

18. Signatures. This Settlement Agreement and General Release may be signed in counterparts and each counterpart shall have the same force and effect as though the signatures were contained in a single document.

19. Modifications. This Settlement Agreement and General Release may be modified or rescinded only by a writing signed by all of the Parties or their duly authorized agents or representatives.

20. Escambia County Board of County Commissioners Approval. The PLAINTIFF acknowledges that this settlement may be subject to and conditioned upon the approval of this agreement by the Escambia County Board of County Commissioners. In the event that it is determined that such approval is required, the PLAINTIFF acknowledges that in the event the settlement is not approved by the Escambia County Board of County Commissioners, this Settlement Agreement and General Release shall be deemed null and void and not binding on any parties to this litigation,

[Signatures contained on next pages]

EXECUTED by:

FRANK NICHOLS
Plaintiff

8-10-20
Date

Artice L. McGraw, Esq.
as to form
917 North 12th Avenue
Pensacola, FL 32501
Telephone: (850) 438-4036
articlelmcgraw@articlemcgraw.com
Counsel for Plaintiff

8/10/20
Date

[Defendant's signature on next page]

_____ _____

ESCAMBIA COUNTY Date

By: _____

Its: _____

Defendant

_____ _____

Eric A. Krebs Date

as to form

Florida Bar No. 64921

WARNER LAW FIRM, P.A.

519 Grace Avenue

Panama City, Florida 32402

Telephone: (850) 784-7772

pleadings@warnerlaw.us

Counsel for Defendant

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18516 **County Attorney's Report 11. 4.**
BCC Regular Meeting **Action**
Meeting Date: 09/03/2020
Issue: Scheduling an Attorney/Client Session on September 8, 2020 in re: CEJ South, Inc. v. Escambia County and Escambia County v. CEJ South, Inc.
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of an Attorney/Client Session on September 8, 2020 in re: CEJ South, Inc. v. Escambia County and Escambia County v. CEJ South, Inc. d/b/a Family Funeral and Cremation.

That the Board take the following actions:

A. Schedule an attorney/client session with its attorneys to discuss a proposed settlement agreement; and

B. Approve the public notice printed below which is to be published on the *Pensacola News Journal* on Saturday, September 5, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation the cases of CEJ South, Inc. v. Escambia County, Case No. 2014 CA 002270 and Escambia County v. CEJ South, Inc. d/b/a Family Funeral and Cremation, Case No. 2020 CA 000787, Escambia County Circuit Court, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 5:00 p.m. on September 8, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender and Steven Barry, County Administrator Janice P. Gilley, County Attorney Alison Rogers, and Deputy County Attorney Charles V. Peppler, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

BACKGROUND:
Was provided to the Board at the attorney/client session.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18465 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Information**
Meeting Date: 09/03/2020
Issue: Foreclosure Litigation Case Nos.: 2018 CA 001575 and 2019 CA 001226
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Bayview Loan Servicing, LLC v. Vanese D. Wright, et al.; Case No.: 2018 CA 001575, and U.S. Bank National Assoc. v. Estate of John R. Pfeiffer, et al.; Case No.: 2019 CA 001226.

That the Board accept the following information regarding the successful resolution of two foreclosure actions including Escambia County:

Escambia County was joined as a party in the matter of Bayview Loan Servicing, LLC v. Vanese D. Wright, et al. The Plaintiff sought to foreclose a mortgage interest on real property located at 1710 North Hayne Street. The County retained an interest in the property by virtue of an Escambia/Pensacola Impact Fee Proviso Mortgage and Security Agreement in the sum of $25,000.00 and an Affordable Housing Initiative New Construction PMR Mortgage and Security Agreement in the sum of $35,000.00. The County's interests were subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus in the amount of $17,413.12 was retained by the Clerk of the Circuit Court and Comptroller. The County timely filed a Motion for Disbursement of Surplus Funds. By order dated August 19, 2020, the Court granted the County's motion and ordered disbursement of the surplus funds held in the court's registry totaling $17,413.12 as partial satisfaction of the County's interest.

Escambia County was joined as a party in the matter of U.S. Bank National Assoc. v. Estate of John R. Pfeiffer, et al. The Plaintiff sought to foreclose a mortgage interest on real property located at 1715 West Intendencia Street. The County retained an interest in the property by virtue of an Escambia/Pensacola Affordable Housing Initiative New Construction HHRP Mortgage and Security Agreement in

the sum of $50,000.00. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus in the amount of $52,648.40 was retained by the Clerk of the Circuit Court and Comptroller. The County timely filed a Motion for Disbursement of Surplus Funds. By order dated August 24, 2020, the Court granted the County's motion and ordered disbursement of a portion of the surplus funds held in the court's registry totaling $50,000.00 as full satisfaction of the County's interest.

BACKGROUND:

N/A

BUDGETARY IMPACT:

The funds totaling $67,413.12 will be deposited in the Escambia County SHIP Affordable Housing Trust Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Order - Case No.: 2018 CA 001575

Order - Case No.: 2019 CA 001226

Filing # 112064497 E-Filed 08/19/2020 02:41:33 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

BAYVIEW LOAN SERVICING, LLC,
Plaintiff,

vs.

Case No: 2018 CA 001575
Division: F

VANESE D. WRIGHT, et al.,
Defendant(s).
_____/

ORDER ON DEFENDANT, ESCAMBIA COUNTY'S MOTION FOR SUMMARY JUDGMENT

THIS MATTER was before the Court on August 6, 2020, on Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds and the Court having considered the County's Motion and being fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds is hereby granted.
2. The surplus funds retained by the Clerk of the Circuit Court and Comptroller in the amount of $17,413.12 shall be disbursed to Escambia County upon entry of this Order.
3. The Court retains jurisdiction to enforce this Order.

DONE AND ORDERED in Escambia County, Florida on the date embedded below.

NUNC PRO TUNC 8-6-2020

eSigned by CIRCUIT COURT JUDGE THOMAS DANNHEISSER
on 08/19/2020 10:06:27 9rMu2nXG

Court copied E-service list upon filing

Copies furnished to:

Orlando DeLuca, Esq.
Attorney for Plaintiff
service@delucalawgroup.com

Brian A. Mangines, Esq.
Attorney for Defendant
brian@mangineslaw.com

Vanese D. Wright
1710 North Hayne Street
Pensacola, FL 32503

Alreema Shenay Pryor
804 Royce Street, Apt. 144
Pensacola, FL 32503

OneMain Financial of America, Inc., Springleaf Financial Service of America, Inc. c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Unknown tenant #1 n/k/a Albertina Wright
1710 North Hayne Street
Pensacola, FL 32503

Unknown tenant(s)
1710 North Hayne Street
Pensacola, FL 32503

Filing # 112280416 E-Filed 08/24/2020 03:17:01 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

U.S. BANK NATIONAL ASSOCIATION,
Plaintiff,

vs.

Case No: 2019 CA 001226
Division: E

THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF JOHN R. PFEIFFER, DECEASED, et al.
Defendant(s).
_____/

ORDER ON DEFENDANT, ESCAMBIA COUNTY'S MOTION FOR SUMMARY JUDGMENT

THIS MATTER was before the Court on Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds and the Court having considered the County's Motion and being fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds is hereby granted.
2. A portion of the surplus funds retained by the Clerk of the Circuit Court and Comptroller in the amount of $50,000.00 shall be disbursed to Escambia County upon entry of this Order.
3. The Court retains jurisdiction to enforce this Order.

DONE AND ORDERED in Escambia County, Florida on this day of August, 2020.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD in 2019 CA 001226
on 08/24/2020 14:14:08 XJRVa3tX

Jan Shackelford, Circuit Court Judge

Copies furnished to:

Jonathan Meisels, Esq.
Attorney for Plaintiff
mail@rasflaw.com
Via e-mail

Vanessa Moore, Esq.
Attorney for City of Pensacola
vmoore@cityofpensacola.com
Via e-mail

The unknown heirs, beneficiaries, devisees, grantees, assignees, lienors, creditors, trustees, and all others who may claim an interest in the estate of John R. Pfeiffer, deceased
1715 West Intendencia Street
Pensacola, FL 32501
Via U.S. Mail

Emma Walke
10235 Lillian Highway
Pensacola, FL 32506
Via U.S. Mail

Jenny Maddox
4460 Voyager Drive
Pensacola, FL 32514
Via U.S. Mail

Gretchen Reyes
7032 Longleaf Creek Drive
Pensacola, FL 32526
Via U.S. Mail

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18499 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Information**
Meeting Date: 09/03/2020
Issue: Kelly Washington, EEOC Charge No. 510-2019-05656; James E. Scott, EEOC Charge No. 425-2020-00846; Michael R. Raneri, FCHR Charge No. 201919763
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Kelly Washington v. Escambia County, EEOC Charge No. 510-2019-05656, James E. Scott v. Escambia County, EEOC Charge No. 425-2020-00846, and Michael R. Raneri v. Escambia County, FCHR Charge No. 201919763.

That the Board be made aware that the County Attorney's Office has successfully defended three separate charges of discrimination previously filed with the U.S. Equal Employment Opportunity Commission ("EEOC") and the Florida Commission on Human Relations ("FCHR"). Based upon the EEOC's investigation in the cases filed by Kelly Washington and James E. Scott, the EEOC was unable to conclude that the complaints established any violation of the federal statutes. Therefore, both EEOC charges of discrimination were dismissed. Based upon the FCHR's investigation in the case filed by Michael R. Raneri, the FCHR determined that there is no reasonable cause to believe that an unlawful employment practice occurred with respect to Mr. Raneri.

BACKGROUND:

In August 2018, Kelly Washington was assigned by Blue Arbor, Inc. to work in Escambia County's Purchasing Office as a temporary Office Support Assistant. In August 2019, Ms. Washington was notified that she was being separated from her temporary assignment due to budgetary constraints and due to her frequent and unanticipated absences. Upon separation from her temporary assignment, Ms. Washington filed a Charge of Discrimination with the EEOC alleging that she was dismissed because of her race, in violation of Title VII of the Civil Rights Act of 1964. Ms. Washington went on to work two more temporary assignments for two

different Escambia County departments after her separation from the Escambia County Purchasing Office. Ms. Washington worked for the Escambia County Building Services Department from August 26, 2019 to October 1, 2019. Ms. Washington was offered a full-time position in the Building Services Department. However, she declined the offer. After declining that offer, she performed another temporary assignment in the Escambia County Area Transit Department. That assignment began on December 2, 2019 and ended on March 20, 2020. The County Attorney's Office argued that Escambia County's willingness to continue utilizing Ms. Washington's temporary services was evidence of a lack of intent to discriminate against her. After review of the evidence presented, the EEOC determined that Ms. Washington's allegations did not support any violation of the applicable statutes.

In October 2015, James E. Scott was hired as a mechanic in the Escambia County Area Transit Department. In May 2020, Mr. Scott alleged that a coworker began discriminating against him because of his disability. Mr. Scott filed a union grievance as a result of the alleged incidents. Mr. Scott alleged that after filing his grievance, he was retaliated and discriminated against in violation of Title I of the ADA Amendments Act of 2008. The EEOC determined that Mr. Scott's allegations did not support any violation of the applicable statutes.

In April 2019, Michael R. Raneri applied for a volunteer firefighter position with Escambia County Fire and Rescue ("ECFR"). Mr. Raneri was interviewed for the position. However, ECFR elected not to select Mr. Raneri for the volunteer position. In his Charge of Discrimination, Mr. Raneri alleged that ECFR committed unlawful discrimination on the bases of disability and sex, in violation of the Florida Civil Rights Act of 1992. The County Attorney's Office presented evidence of the grounds for ECFR's decision not to select Mr. Raneri for the volunteer position: namely, Mr. Raneri's unstable behavior during and after the interview, his unannounced appearances at the Public Safety Building, his aggressive outbursts, his repeated demands to speak directly to the Fire Chief, his lack of truthfulness, and the Trespass Warning issued by the Sheriff's Office as a result of his outbursts at the Public Safety Building. In light of the evidence, the FCHR determined that there is no reasonable cause to believe that an unlawful employment practice occurred with respect to Mr. Raneri.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kia Johnson has reviewed and approved this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.